



## CITY OF BARABOO COMMON COUNCIL AGENDA

Tuesday, January 10, 2023, 7:00 p.m.

Council Chambers, 101 South Blvd., Baraboo, Wisconsin

**PLEASE TAKE NOTICE-** Any person who has a qualifying disability as defined by the Americans with Disabilities Act who requires the meeting or materials at the meeting to be in an accessible location or format should contact the City Clerk at 101 South Blvd., Baraboo WI or phone (608) 355-2700 during regular business hours at least 48 hours before the meeting so reasonable arrangements can be made to accommodate each request.

*For more information about the City of Baraboo, visit our website at [www.cityofbaraboo.com](http://www.cityofbaraboo.com)*

	Pages
1. CALL TO ORDER	
2. ROLL CALL AND PLEDGE OF ALLEGIANCE	
3. APPROVAL OF PREVIOUS MINUTES (Voice Vote) December 13, 2022	3
4. APPROVAL OF AGENDA (Voice Vote)	
5. COMPLIANCE WITH OPEN MEETING LAW NOTED	
6. PRESENTATIONS	
6.1 Marianne Cotter will present an update for Powered Up Baraboo	16
6.2 City Administrator C. Bradley will provide a 2023 Economic Development Update	
7. PUBLIC HEARINGS <i>None Scheduled.</i>	
8. PUBLIC INVITED TO SPEAK <i>(Any citizen has the right to speak on any item of business that is on the agenda for Council action if recognized by the presiding officer.)</i>	
9. MAYOR'S BUSINESS	
9.1 Please join Officer Jon Connely and Detective Brian Voltz at the Coffee Bean Connection on Wednesday, January 11, 2023 from 9am to 11am for coffee and conversation.	
9.2 City Offices will be closed on Monday, January 16th in observance of Martin Luther King Day.	
9.3 The Mayor will read the Proclamation for the Baraboo School Board Recognition Month	
10. CONSENT AGENDA (Roll Call)	

10.1	Approve the accounts payable to be paid in the amount of \$	20
11.	<b>ORDINANCES ON 2nd READING</b> <i>None.</i>	
12.	<b>NEW BUSINESS RESOLUTIONS</b>	
12.1	Consider amending the Pre-Development Agreement with Circus City Apartments, LLC for the Riverside Development. (Bradley)	21
12.2	Consider approving the WPPA Police Union Agreement for 2023. (Bradley)	29
13.	<b>NEW BUSINESS ORDINANCES</b> <i>None.</i>	
14.	<b>ADMINISTRATOR AND COUNCIL COMMENTS</b> <i>(Comments are limited to recognition of City residents and employees, memorials, and non-political community events; discussion of matters related to government business is prohibited.)</i>	
15.	<b>REPORTS, PETITIONS, AND CORRESPONDENCE</b> The City acknowledges receipt and distribution of the following: <b>Minutes from the Following Meetings:</b>  <u>Copies of these meeting minutes are included in your packet:</u> Finance-11-21-2022 Administrative-12-6-2022 PFC-11-21-2022 BID-11-16-2022 UW Campus-11-17-2022, 12-15-2022 Ambulance-9-19-2022, 10-26-2022, 11-30-2022  <u>Copies of these minutes are on file in the Clerk's Office:</u> Bicycle Advisory-11-9-2022 Public Art Assoc-10-27-2021 CDA-12-6-2022	37
16.	<b>CLOSED SESSION</b> Moved by _____, seconded by _____, to go into Closed Session. The Mayor will announce that the Council will consider moving into Closed Session pursuant to 19.85(1)(e), Wis. Stat., to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.  16.1 Pre-Development Agreement, Baraboo Downtown Development, LLC	
17.	<b>OPEN SESSION</b> Moved by _____, seconded by _____, to return to Open Session. The Mayor will announce that the Council will return to Open Session as per §19.85(2), Wis. Stats., to address any business that may be the result of discussions conducted in Closed Session.  17.1 Authorize the City Administrator and City Clerk to execute a Pre-Development Agreement with Baraboo Downtown Development, LLC. (Bradley)	51
18.	<b>ADJOURNMENT (Voice Vote)</b>	

**Council Chambers, Municipal Building, Baraboo, Wisconsin  
Tuesday, December 13, 2022 – 7:00 p.m.**

Mayor Nelson called the regular meeting of Council to order.

Roll call was taken.

Council Members Present: Wedekind, Kolb, Hazard, Kent, Petty, Ellington, Kierzek, Thurow

Council Members Absent: Sloan

Others Present: Chief Sinden, Clerk Zeman, Adm. Bradley, J. Ostrander, T. Pinion, K. Stieve, members of the press and others.

The Pledge of Allegiance was given.

Moved by Ellington, seconded by Kolb and carried to approve the minutes of November 22, 2022.

Moved by Wedekind, seconded by Petty and carried to approve the amended agenda.

**Compliance with the Open Meeting Law was noted.**

**PRESENTATIONS** – None Scheduled.

**PUBLIC HEARINGS** – None Scheduled.

**PUBLIC INVITED TO SPEAK** – No one spoke.

**MAYOR'S BUSINESS**

- City Offices will be closed on Friday, December 23, Monday, December 26, and Monday, January 2.  
Please visit [www.cityofbaraboo.com](http://www.cityofbaraboo.com) for the garbage/recycling holiday pickup schedule.
- The deadline to file all nomination paperwork for the Spring Election is Tuesday, January 3, 2023 at 5:00pm.
- Starting in January the City Council meetings will be live streamed on the City's website, [www.cityofbaraboo.com](http://www.cityofbaraboo.com).
- The Mayor congratulated Detective Erik Oakeson, Baraboo Police Dept. on his 10 years of service. Congratulations Erik!
- The Mayor congratulated Cale Good, Buildings & Grounds Maintenance Technician, on his retirement from the City with over 22 years of service. Congratulations Cale!

**CONSENT AGENDA**

**Resolution No. 22-139**

THAT the Accounts Payable, in the amount of \$1,346,369.42 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

**Resolution No. 22-140**

**THAT** the December 27, 2022 Council meeting is cancelled.

**Resolution No. 22-141**

THAT the City Clerk be authorized to issue the following Picnic Licenses:

- Baraboo Theatre Guild, Bootlegger's Ball, 1-7-2023

**Resolution No. 22-142**

THAT, Joel Petty and Ed Geick be appointed to the Baraboo Area Joint Fire and Emergency Medical Services District Commission serving January 1, 2023 to the date of the

District's annual meeting in June, 2024 and

THAT, Scott Sloan and Heather Kierzek be appointed to the Baraboo Area Joint Fire and Emergency Medical Services District Commission serving January 1, 2023 to the date of the District's annual meeting in June, 2025.

**Resolution No. 22-143**

THAT, Kevin Calkins be appointed to the Baraboo Area Joint Fire and Emergency Medical Services District Personnel Board serving January 1, 2023 to the date of the District's annual meeting in June, 2028 and

THAT, Pamela Roland be appointed to the Baraboo Area Joint Fire and Emergency Medical Services District Personnel Board serving January 1, 2023 to the date of the District's annual meeting in June, 2026.

**Resolution No. 22-144**

THAT, Lacey Steffes be appointed to the Business Improvement District (BID) to fill the unexpired term of Andrew Killgallon serving until April 30, 2024.

Moved by Wedekind, seconded by Hazard and carried that the Consent Agenda be approved-8 ayes.

**ORDINANCES ON 2<sup>ND</sup> READING**

Moved by Kolb, seconded by Ellington and carried unanimously to approve the 2<sup>nd</sup> reading of **Ordinance No. 2604** approving Phase 1 Specific Implementation Plan for Baraboo Buffs Condominium Planned Unit Development.

**NEW BUSINESS - RESOLUTIONS**

**Resolution No. 22-145**

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

That the City resolves to draw \$421,395.17 from the line of credit with the Baraboo State Bank on Wednesday December 14th, 2022.

Moved by Wedekind, seconded by Petty and carried that **Resolution No. 22-145** be approved-8 ayes.

**Resolution No. 22-146**

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

The Common Council hereby authorizes the City Administrator and the City Clerk to execute addendum 2 with DEVCO 1 LLC.

Moved by Kolb, seconded by Kent and carried that **Resolution No. 22-146** be approved-8 ayes.

**Resolution No. 22-147**

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

The Common Council hereby authorizes the Mayor, City Administrator, and the City Clerk to execute the Assignment and Assumption Agreement and the Deed Transfer documents as presented.

Moved by Hazard, seconded by Kent and carried that **Resolution No. 22-147** be approved-8



ayes.

**Resolution No. 22-148**

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

The Common Council hereby authorizes the City Administrator and the City Clerk to execute the Development Agreement on behalf of the City with JDJE, LLC, for the purposes of construction a new 97 Room Fairfield Hotel.

Moved by Wedekind, seconded by Thurow and carried that **Resolution No. 22-148** be approved-8 ayes.

**Resolution No. 22-149**

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

That the City of Baraboo renew the Property Insurance contract with MPIC in the amount of 90,219 for fiscal year 2023.

Moved by Petty, seconded by Ellington and carried that **Resolution No. 22-149** be approved-8 ayes.

**Resolution No. 22-150**

WHEREAS, the City of Baraboo Fire Department was created and operates under the City of Baraboo, a municipal corporation pursuant to sections 62.13 and 256.12 of the Wisconsin Statutes; and

WHEREAS, the Baraboo District Ambulance Service (BDAS) was created and operates pursuant to sections 66.0301 and 256.12 of the Wisconsin Statutes; and

WHEREAS, the City of Baraboo, Village of West Baraboo, Town of Baraboo, Town of Fairfield, and Town of Greenfield have independently adopted by resolution, their agreement to the formation of the Baraboo Area Fire and EMS District; and

WHEREAS, effective January 1<sup>st</sup>, 2023, the City of Baraboo Fire Department and Baraboo District Ambulance Service will consolidate into one organization and operate under the name of Baraboo Area Fire and EMS District; and

WHEREAS, the Baraboo Area Fire and EMS District will operate under the Intergovernmental Agreement and Bylaws as approved by the members; and

WHEREAS, accrued benefits, if recognized by the Baraboo Area Fire and EMS District, of those employed by the Baraboo District Ambulance Service will be transferred to the Baraboo Area Fire and EMS District at the time of consolidation; and

WHEREAS, accrued benefits of those employed by Baraboo District Ambulance Service, if not recognized by the Baraboo Area Fire and EMS District, will be handled in accordance with the Baraboo District Ambulance Service Separation from Employment Policy; and

WHEREAS, accrued benefits, if recognized by the Baraboo Area Fire and EMS District, of those employed by the City of Baraboo Fire Department will be transferred to Baraboo Area Fire and EMS District at the time of consolidation; and

WHEREAS, accrued benefits of those employed by the City of Baraboo Fire Department, if not recognized by the Baraboo Area Fire and EMS District, will be handled in accordance with the City of

Baraboo Employee Handbook Policy 2.10 Separation or Retirement from Employment by Non-Represented Employees.

NOW, THEREFORE, BE IT RESOLVED by the City of Baraboo Common Council as follows:

1. The accrued benefits of those employed by the City of Baraboo Fire Department, if recognized by the Baraboo Area Fire and EMS District, shall be transferred to the Baraboo Area Fire and EMS District at the time of consolidation.
2. The accrued benefits of those employed by the City of Baraboo Fire Department, if not recognized by the Baraboo Area Fire and EMS District, will be handled in accordance with the City of Baraboo Employee Handbook Policy 2.10 Separation or Retirement from Employment by Non-Represented Employees.

Moved by Ellington, seconded by Petty and carried that **Resolution No. 22-150** be approved with a request that the employee handbook will be reviewed at a later date-8 ayes.

**Resolution No. 22-151**

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

THAT, the Baraboo Firefighter's Benefit Fund be distributed amongst the membership based upon the by-law guidelines and furthermore, dissolved.

Moved by Ellington, seconded by Kolb and carried that **Resolution No. 22-151** be approved-8 ayes.

**Resolution No. 22-152**

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

The Common Council hereby authorizes the City Administrator and the City Clerk to execute the addendum to the 2021-2025 School Resource Officer Memorandum of Understanding as proposed.

Moved by Wedekind, seconded by Petty and carried that **Resolution No. 22-152** be approved-8 ayes.

**NEW BUSINESS – ORDINANCES**

*None.*

**ADMINISTRATOR AND COUNCIL COMMENTS**

Adm. Bradley gave an update on the UW-Platteville Baraboo Sauk County campus. Merry Christmas & Happy Holidays to all!!

**REPORTS, PETITIONS, AND CORRESPONDENCE**

The City officially acknowledges receipt and distribution of the following:

- **Reports:** October & November, 2022 – Fire Department
- **Minutes from the Following Meetings:**

**Finance/Personnel Committee–Conference Room, #214****November 1, 2022****Members Present:** Sloan, Kent, Petty**Absent:****Others Present:** Adm. Bradley, Clerk Zeman, J. Ostrander, L. Laux

**Call to Order** –Ald. Sloan called the meeting to order at 5:30p.m. noting compliance with the Open Meeting Law. Moved by Kent, seconded by Petty to approve the agenda. Motion carried unanimously.

**Discussion Item****a) Purchasing Policy**

The committee finished its review of the Purchasing Policy. Finance Director J. Ostrander will revise the policy based on the recommendations of the committee. A final revised copy will be presented to the committee at a future meeting.

**Adjournment** – Moved by Kent, seconded by Petty and carried to adjourn at 6:40pm.

**Finance/Personnel Committee–Dennis Thurow Committee Room, #205****November 8, 2022****Members Present:** Sloan, Kent, Petty**Absent:****Others Present:** Mayor Nelson, Adm. Bradley, City Treasurer Laux, J. Ostrander

**Call to Order** –Ald. Sloan called the meeting to order at 6:00p.m. noting compliance with the Open Meeting Law. Moved by Kent, seconded by Petty to approve the minutes of October 25, 2022. Motion carried unanimously. Moved by Petty, seconded by Kent to approve the agenda. Motion carried unanimously.

**Action Items**

- a) Accounts Payable** – Moved by Kent, seconded by Petty to recommend to Council approval of the accounts payable for **\$949,262.86**. Motion carried unanimously.
- b) BID Preliminary Assessment** – J. Ostrander noted that the assessment amount, listed twice on the resolution, should be \$1.4524216 per \$1,000 of assessed value. Besides their budget, 6 of their goals have to do with increasing parking, strategies to unify the downtown, bring new businesses, improve the appearance, coordinate the downtown development/promote events, activate programs found in the budget. The 2023 budget is the same total dollar amount as the 2022 budget. Moved by Petty, seconded by Kent to recommend to Council to approve the 2023 Business Improvement District (BID) budget-operating plan and preliminary assessment at the correct rate of \$1.4524216 per \$1,000 of assessed value, and set the public hearing for November 22, 2022. Motion carried unanimously.
- c) Landfill Monitoring Contract** – C. Bradley noted that this includes completing the state report with the DNR. Based on estimate of the last contract, we are looking at roughly a 20% increase. Because this is a professional service, per our purchasing policy, it does not require we go out for bids. Moved by Petty, seconded by Kent to recommend to Council to approve the Landfill Monitoring Contract with MSA Professional Services, Inc., in the amount of \$18,355 per year for 2023-2025 noting the committee would like to consider an RFP upon expiration of this contract. Motion carried unanimously.
- d) Alma Waite Funds** – J. Ostrander noted that this revised policy will clarify how the available funds are determined for the Alma Waite Funds. Available funds will now be based on “actual” vs “projected”. Moved by Kent, seconded by Petty to recommend to Council to approve the amended Alma Waite Funds Policy. Motion carried unanimously.
- e) Police Chief** – Adm. Bradley explained that the Police & Fire Commission, at their October 27<sup>th</sup> meeting, appointed Rob Sinden as the Police Chief for the City of Baraboo. Moved by Petty, seconded by Kent to recommend to Council to approve the salary for the new Police Chief, Rob Sinden, at Grade 17 with an annual salary of \$105,000, with an effective date of October 27, 2022. Motion carried unanimously.

**Discussion Items** - *None.*

**Adjournment** – Moved by Petty, seconded by Kent and carried to adjourn at 6:38pm.

**Baraboo BID Meeting Minutes****10/19/2022**

Present:

Members: S. Fay, A. Killgallon, K. Thurow, M. Miller, B. McDaniel, T. Sefkar, D. Marshall, B. Stelling

Absent:

Members:

Other:

President Fay called the meeting to order at 6:00pm

In Compliance of Open Meeting Laws

Approval of August 2022 minutes: Killgallon, McDaniel. Carried

Amendment of 2022 BID Assessment

Adoption of Agenda: Thurow, McDaniel Carried

**Officer/Committee****Reports**

President: Fay

None

Secretary: Killgallon

- None

Treasurer: Stelling

- None

Appearances: Stelling

- No word from lighting company. Will continue to attempt to move forward with them.
- Baskets will be coming down this week
- DBI will be switching out banners this week

Business Development: Marshall

- None

Finance: Wickus/Stelling

- None

Parking: Fay

- None

Promotions: Wickus

- None

Old Business:

- Approval on 2023 BID Assessment
  - Wickus, McDaniel

New Business:

- Approval of Financials
  - Wickus, Marshall Carried
- Approval of Vouchers
  - \$1,700.28 – City of Baraboo
    - 2022 Billing Services & 2<sup>nd</sup> Quarter Copies
  - \$552.73 – Amy Schertz
    - Fall 2022 BID Planters
  - \$566.81 – Amy Schertz
    - Summer 2022 BID Planters
  - \$6,060 - Willie Deppe
    - Planter Watering and Maintenance

\$8,879.82 Total

- Motion to Approve Wickus, Marshall , Carried
- Next Agenda Items
  - Nov 16th, 2022 at 6:00pm

Motion to Adjourn at 6:19p, Killgallon, McDaniel, carried.

**Administrative Committee****November 1, 2022**

Present: Alderpersons Kathleen Thurow, Heather Kierzek, Bryant Hazard

Absent: None.

Also Present: City Clerk Brenda Zeman, Interim Police Chief Rob Sinden, Finance Director Julie Ostrander, Rob Nelson

Citizen Present: Paul Wolter

The meeting was called to order by Chairman Kathleen Thurow at 8:00am, with roll call and noting compliance with the Open Meetings Law.

Motion by Hazard second by Kierzek to approve the September 27, 2022, minutes.

Motion by Kierzek second by Hazard to approve the agenda. Motion carried unanimously.

**Action Items:**

- a) Review and recommendation to the Common Council on approving the Temporary Liquor Licenses (aka Picnic License) for Downtown Baraboo, Inc, Wine Walk, 11/18/2022.

Rob Sinden commented they self-police well and there are no problems.

Motion by Hazard seconded by Kierzek to approve. Motion carried unanimously.

- b) Review and recommendation to the Common Council for the Liquor Licenses Change of Agent for Con Amici, LLC to Cornelia Schmitz.

Thurow noticed the address was not included and Zeman indicated she had redacted the address. Rob Sinden had no problems with the change of agent.

Motion by Kierzek seconded by Hazard to approve. Motion carried unanimously

**Discussion:**

- a) Strategic Plan assignments – Initial discussion to breakdown the plan into manageable pieces and determine completion strategy.

Members of the committee read and reviewed the Strategic Plan master for Administrative Committee assignments. The roles and responsibilities for each assignment would go to Departments Heads with the Administrative Committee having oversight. Mayor Nelson noted there are too many high priority items so the Council should weigh in on this decision. Kierzek believes the gaps in service along with meaningful metrics should be addressed by Department Heads. Thurow indicated her desire for the City Administrator attend the next regularly scheduled meeting for guidance and direction for rolling out the plan. The Strategic Plan will be a standing item on the agenda until finished.

**Information Item(s):**

- a) Date and time of next meeting: Tuesday, December 6, 2022, at 8:00AM.

Zeman noted that a special meeting needs to take place to address a license she received yesterday so it will get to Council in a timely manner before the event.

Motion by Hazard seconded by Kierzek to approve a special Administrative Meeting on Nov 15<sup>th</sup>, 2022. Motion carried unanimously.

Motion to adjourn by Hazard, seconded by Kierzek at 8:15 AM and unanimously carried.

**Administrative Committee****November 15, 2022**

Present: Alderpersons Kathleen Thurow, Heather Kierzek, Bryant Hazard

Absent: None.

Also Present: City Clerk Brenda Zeman, Interim Police Chief Rob Sinden, Finance Director Julie Ostrander, Rob Nelson

Citizen Present: Paul Wolter

The meeting was called to order by Chairman Kathleen Thurow at 8:00am, with roll call and noting compliance with the Open Meetings Law.

Motion by Hazard second by Kierzek to approve the November 1, 2022, minutes. Motion carried unanimously.

Motion by Kierzek second by Hazard to approve the agenda. Motion carried unanimously.

**Action Items:**

- c) Review and recommendation to the Common Council on approving the Temporary Liquor License (aka Picnic License) for the Sauk County Historical Society, Christmas at the Mansion, 12-9-2022

Rob Sinden commented there are not issues on the part of the Police Department.

Motion by Hazard seconded by Kierzek to approve. Motion carried unanimously.

Information Item(s):

- b) Date and time of next meeting: Tuesday, December 6, 2022, at 8:00AM.

Motion to adjourn by Kierzek, seconded by Hazard at 8:03 AM and unanimously carried.

**CITY OF BARABOO POLICE AND FIRE COMMISSION MEETING MINUTES**  
**MINUTES FOR: Regular Meeting on August 15, 2022.**

The Baraboo Police & Fire Commission (PFC) met on this date at the Baraboo Municipal Building, 101 South Boulevard, (C205), Baraboo. The meeting was opened at 3:30pm by PFC President Kujak. A notice of this meeting was posted on August 12, 2022.

Roll call found Commissioners Getschmann, Hollenback, Kluge, Kujak and Viney were in attendance. Others present during the meeting were Police Chief Sinden and Fire Chief Stieve.

Compliance with the open meeting law was noted by Kujak.

Kujak made a request to have the AGENDA be approved. Getschmann made a Motion to approve the Agenda; Viney offered a second, motion carried 5-0.

Kujak made a request to have the MINUTES of July 18, July 22 (Open & Closed Sessions) and August 1, 2022 be approved. Kluge made a Motion to approve the Agendas; Getschmann offered a second, motion carried 5-0.

There were no citizens present to speak under 'PUBLIC COMMENTS'.

Under 'ACTION ITEMS', Chief Stieve made a request of the PFC to decertify any and all prior Baraboo Paid-on-Call Fire Fighter eligibility lists, and to certify a new Baraboo Paid-on-Call Fire Fighter eligibility list as of August 15, 2022. He presented a list containing the proposed (7) Fire Fighters names of:

Parker Brehm	Kortnee Carroll
Jackson Clements	Ethan Mengelt
Jesse Prater	Sawyer Schmitt
Kody Sellner	

Stieve also noted that if these individuals would be hired in the near future, they would bring the Department staffing to 34-35 members. Further that this would be at a normal staffing number, adding that the Department does not have any top end limit for Department members. Getschmann made a Motion to approve the Agenda; Hollenback offered a second, motion carried 4-0 with Viney abstaining.

Under 'INFORMATIONAL ITEMS':

Chief Sinden noted that the Department is seeing some 'head hunting' of their members from other law enforcement agencies in the area. This is a troubling process and the City and Department are trying to retain their good employees within the agency. Wages are the drawing factor and with the City's financial situation, this is a real problem. There is certainly room for improvement and need, and that is a budgeting issue. Regarding the SRO status between the City and the School District, it is yet hopeful that an answer can be found to cover the wages (est \$150K) of both SROs. The School District budget is not yet locked in to report on. That answer will be coming in the next 2 months. While the Department is seeing a 3.7% decrease in overall calls to date, they are seeing increases in traffic citations and general arrests. Sinden noted that the Department is operating with three (3) less staff members (Chief, 1 Patrol Officer and a Clerk), which has a daily impact for the community served. The prior authorized sworn staff level was 29, and currently it is 27. For this month he reports they have no troubling 'Use of Force' investigations to report on. The Department is engaging in continued 'Rapid Response to Critical Incident Training'. Currently they are working it through the High School, but there are plans to do it also in the Middle School and at some point the Elementary Schools. He briefly spoke on the 2023 Budget and as to the projected \$370K reduction the Department is facing. Chief Stieve noted the Fire Department reduction is approximately \$71K in the upcoming budget. Sinden noted that if they can secure the funding for the two School Resource Officers, they are hopeful to maintain staffing levels.

Chief Stieve presented letters from two Baraboo Fire Fighters (Carrie Cummings & Justin Riley) that have tendered letters of Resignation in the last 30 days. He is hopeful that in the new eligibility list that they will find replacements for these vacancies. Kevin stated that he will send a link to the PFC Members to view his monthly report as submitted to City Council. Stieve also called attention to the PFC as to the Retirement gathering for BPD Fire Fighters Steve Pointon & Thomas Clark on August 23<sup>rd</sup>.

Kujak provided a brief update as to the ongoing search for a Baraboo Police Chief, clarified where we are in process (Job Description & Offer has been posted as of August 11). He noted that our 'goal' to get the notice posted was on or before August 15, and we accomplished that. All of the desired posting sites have been accomplished as of today. Some clarity from the City regarding the pay scale approved was identified, and he will speak to the City Administrator how that should be handled. He then discussed the plans for the August 17<sup>th</sup> 'listening session' at City Hall. He was making the final arrangements for having the building open by 5:30pm, and hosting the meeting from 6:00pm to 7:30pm. He read from script what he would be explaining to the attendees at the meeting. It was agreed that after the August 17<sup>th</sup> meeting (Listening Session), a Special Meeting may be needed to address their findings.

Under 'COMMUNICATIONS', Kluge advised there was only the League's monthly magazine.

Kujak made a request for an ADJOURNMENT. Viney offered a Motion for adjournment; Getschmann offered a second. Motion passed 5-0.

### **CITY OF BARABOO POLICE AND FIRE COMMISSION MEETING MINUTES** **MINUTES FOR: Regular Meeting on October 17, 2022.**

The Baraboo Police & Fire Commission (PFC) met on this date at the Baraboo Municipal Building, 101 South Boulevard, (C205), Baraboo. The meeting was opened at 3:30pm by PFC President Kujak. A notice of this meeting was posted on October 13, 2022.

Roll call found Commissioners Getschmann, Hollenback, Kluge, Kujak and Viney were in attendance. Others present during the meeting were Police Chief Sinden and Fire Chief Stieve.

Compliance with the open meeting law was noted by Kujak.

Kujak made a request to have the AGENDA be approved. Getschmann made a Motion to approve the Agenda; Hollenback offered a second, motion carried 5-0.

Kujak made a request to have the MINUTES of September 19 and October 10, 2022 be approved. Viney made a Motion to approve, with Getschmann offering a second, that motion carried 5-0.

There were no citizens present to speak under 'PUBLIC COMMENTS'.

There was no business to be discussed under 'ACTION ITEMS'.

Under 'INFORMATIONAL ITEMS':

Chief Sinden orally gave his Monthly Report noting that Staffing levels remain the same as last month, highlighting that the Department is short two Patrol Officers and one Administrative person. He is hopeful that there will not be more losses in the upcoming months. He noted a second year Department achievement in obtaining a Gold Award from Lexipol. The Department is ready for the upcoming recertification checks in the WILEAG program - this occurs every 3-years and is quite gruesome across all levels of the Police Department. Sinden noted that the Department has handled 6,540+ calls for service so far this year. He added that those numbers are down just a bit. He further noted that citations & arrests are down just slightly also, and lays some of those reduced numbers to the fact that they have less manpower on the street this year.

When Chief Sinden completed his reporting, PFC President Kujak turned to Chief Stieve and asked for his Department report. Chief Stieve looked at the PFC President, outwardly laughed at his request and responded in a sarcastic voice that it can be found in the Public Safety or Council packet. He briefly paused and added that he is pleased the way the merger of Fire & EMS is rolling along.

Under 'CLOSED SESSION':

Kujak announced that the Commission move to a Closed Session, pursuant to Wis. Stats. 19.85(1)(c) for the purpose of considering employment, promotion or performance evaluation data with respect to the filling of a vacancy within the Police Department. Getschmann made a motion to approve, with Hollenback offering a second. The Motion passed 5-0.

Under 'OPEN SESSION':

At approximately 5:05pm, Kujak announced the Commission would return to Open Session to address any business that may be the result of discussions held in Closed Session. Viney made a motion to return to Open Session, and Getschmann offered a second. Motion passed 5-0.

Under 'COMMUNICATIONS', Kluge had handed out the Commissioner's monthly magazine from the 'League of Wisconsin Municipalities', as well stated that the League's PFC (2019) Manual has been received for the November 4<sup>th</sup> training session.

Kujak made a request for an ADJOURNMENT; Getschmann offered a Motion to approve; Hollenback offered a second. Motion passed 5-0.

**CITY OF BARABOO POLICE AND FIRE COMMISSION SPECIAL MEETING MINUTES**  
**MINUTES FOR: Special Meeting on October 26, 2022.**

The Baraboo Police & Fire Commission (PFC) met on this date at the Baraboo Municipal Building, 101 South Boulevard, (Room P127), Baraboo. The meeting was opened at 07:45AM by PFC President Kujak. A notice of this meeting was posted on October 21, 2022.

Roll call found Commissioners Getschmann, Hollenback, Kluge, Kujak and Viney were in attendance. Others present during portions of the meeting were Police Chief Candidates Al Fear, Ryan Labroschian & Rob Sinden; as well as a secondary Panel (Mayor Rob Nelson, City Admin Casey Bradley, Sauk Chief Deputy Eric Vandehuevel, DA Michael Albrecht and Baraboo PD Detective Brian Voltz), and Baraboo PD Trina Cromwell & Sgt Jeff Shimon. Compliance with the open meeting law was noted by Kujak.

Kujak made a request to have the AGENDA be approved. Getschmann made a Motion to approve the Agenda; Hollenback offered a second, motion carried 5-0.

There were no citizens present to speak under 'PUBLIC COMMENTS'.

Kujak then announced that the Commission would move to a CLOSED SESSION pursuant to Wis. Stats. 19.85(1)(c) for the purpose of considering employment, promotion or performance evaluation data with respect to the filling of a vacancy within the Police Department. More specifically, to Interview Candidates for the open Police Chief position. Getschmann offered a motion to move to Closed; Viney offered a second and motion carried 5-0.

At approximately 11:20pm, Kujak announced that the Commission would return to OPEN SESSION pursuant to Wis. Stats. 19.85(2) to address any business that may be the result of discussions conducted in Closed Session. Getschmann offered a motion to move to Open Session; Viney offered a second and motion carried 5-0.

Under 'COMMUNICATIONS', Kluge advised that there were none for this meeting.

Kujak requested a motion to ADJOURNMENT. Getschmann offered a motion to Adjourn; Hollenback offered a second and motion passed 5-0.

**CITY OF BARABOO POLICE AND FIRE COMMISSION SPECIAL MEETING MINUTES**  
**MINUTES FOR: Special Meeting on October 26, 2022.**

The Baraboo Police & Fire Commission (PFC) met on this date at the Baraboo Municipal Building, 101 South Boulevard, (Council Chambers), Baraboo. The meeting was opened at 05:00pm by PFC President Kujak. A notice of this meeting was posted on October 21, 2022.

Roll call found Commissioners Getschmann, Hollenback, Kluge, Kujak and Viney were in attendance. Others present during portions of the meeting were Police Chief Candidates Al Fear, Ryan Labroschian & Rob Sinden. Additionally during the two hour event there were numerous citizens that came & went.

Compliance with the open meeting law was noted by Kujak.

Kujak made a request to have the AGENDA be approved. Getschmann made a Motion to approve the Agenda; Viney offered a second, motion carried 5-0.

There were no citizens present to speak under 'PUBLIC COMMENTS'.

Under INFORMATION ITEMS, Kujak announced the 'Meet & Greet' event was now open. He introduced each of the three candidates individually and allowed each a 5 Minute period to tell those in attendance 20-25 of their background and their ideas for Baraboo PD. At the conclusion of the individual talking points, each Candidate received numerous oral inquiries from those in attendance. The group assembled was comprised of City Officials, City Police Officers, other City staff and other community citizens as well as the media. The group had dispersed by 7:00pm.

*(Note: Kujak left midway thru the program due to another meeting)*

Under 'COMMUNICATIONS', Kluge advised that there were none for this meeting.

Upon the last citizen departing the Council Chambers, a request for an ADJOURNMENT was made: Viney offered a Motion to adjourn; Hollenback offered a second. Motion passed 4-0.



**POLICE AND FIRE COMMISSION SPECIAL MEETING MINUTES****MINUTES FOR: Special Meeting on October 27, 2022.**

The Baraboo Police & Fire Commission (PFC) met on this date at the Baraboo Municipal Building, 101 South Boulevard, (C234), Baraboo. The meeting was opened at 9:00AM by PFC President Kujak. A notice of this meeting was posted on October 25, 2022.

Roll call found Commissioners Getschmann, Hollenback, Kluge, Kujak and Viney were in attendance. There were no other persons present for this meeting.

Compliance with the open meeting law was noted by Kujak.

Kujak made a request to have the AGENDA be approved. Getschmann made a Motion to approve the Agenda; Hollenback offered a second, motion carried 5-0.

There were no citizens present to speak under 'PUBLIC COMMENTS'.

Kujak requested a motion to move the Commission into a CLOSED SESSION, pursuant to Wis. Stats. 19.85(1)(c) for the purpose of considering employment, promotion or performance evaluation data with respect to the filling of a vacancy within the Police Department. Viney made a motion to move to Closed; Getschmann offered a second; Motion passed 5-0.

Kujak requested a motion to reconvene in OPEN SESSION, pursuant to Wis. Stats. 19.85 (2) to address any business that may be the result of discussion conducted in Closed Session. Hollenback made a motion to reconvene in Open Session; Getschmann offered a second; Motion passed 5-0.

Under 'COMMUNICATIONS', the PFC created a letter to Mayor Rob Nelson and the City Administrator, indicating the PFC's selection of Interim Police Chief Rob Sinden as the new Police Chief, and requesting the annual pay scale be \$105,000.00 (*within the proposed pay limits previously set by the Finance Committee*). Further that Chief Sinden's appointment would be contingent on his successful completion of the standard background check, psychological examination and a drug test. The letter was to be hand carried to the Mayor later this date.

Kujak requested a motion to adjourn, Viney made a motion to Adjourn; Getschmann offered a second, Motion passed 5-0.

**CITY OF BARABOO POLICE AND FIRE COMMISSION SPECIAL MEETING MINUTES****MINUTES FOR: Special Meeting on November 4, 2022.**

The Baraboo Police & Fire Commission (PFC) met on this date at the Baraboo Municipal Building, 101 South Boulevard, (C205), Baraboo. The meeting was opened at 8:45AM by PFC Secretary Kluge. A notice of this meeting was posted on October 31, 2022.

Roll call found Commissioners Hollenback, Kluge and Viney were in attendance. Commissioners Getschmann & Kujak were excused. There were no other persons present for this meeting.

Compliance with the open meeting law was noted by Kluge.

Kluge made a request to have the AGENDA be approved. Viney made a Motion to approve the Agenda; Hollenback offered a second, motion carried 3-0.

There were no citizens present to speak under 'PUBLIC COMMENTS'.

There was no formal ACTION ITEMS to be handled.

Under 'INFORMATION ITEMS', the purpose of this meeting was for the PFC to attend the 'League of Wisconsin Municipality's' annual training workshop for Police & Fire Commissions (via ZOOM, 9:00AM - 3:30PM).

Under 'COMMUNICATIONS', the PFC Members in attendance received their monthly LWM Magazine.

Kluge requested a motion to adjourn, Hollenback made a motion to Adjourn; Viney offered a second, Motion passed 3-0.

**CITY OF BARABOO POLICE AND FIRE COMMISSION SPECIAL MEETING - MEMORANDUM****MINUTES FOR: Special Meeting on November 8, 2022.**

The Baraboo Police & Fire Commission (PFC) was scheduled to meet on this date at the Baraboo Municipal Building, 101 South Boulevard, (Council Chambers), Baraboo.

However, due to the Membership not meeting the needs for a Quorum, no formal meeting was held. Two members (Viney & Hollenback) attended the City Council and answered questions as presented regarding the appointment of Interim Chief Rob Sinden to the full-time Baraboo Police Chief position.

**Baraboo Economic Development Commission Meeting Minutes October 27, 2022****I. Call Meeting to Order and Note Compliance with Open Meeting Law**

Chair Caflisch called the meeting to order at 5:45 PM at the Baraboo Municipal Building, Council Chambers, 101 South Blvd., Baraboo, WI. The meeting was noticed in conformance with Wisconsin State Statutes regarding open meetings.

**II. Roll Call of Membership**

Present: Caflisch (Video), Steinhorst, Kent, Koehler, Koenig, Kothbauer, Meise, Nelson, Persche, Vera  
Absent: Briggs, Culotta  
Other: Patrick Cannon

**III. Approve Minutes**

Motion to approve the minutes for May 5, 2022

Steinhorst (1); Koehler (2)

Aye: All via voice vote

Nay: None

**IV. Approve Agenda**

Motion to approve the agenda

Nelson 1); Kent (2)

Aye: All via voice vote

Nay: None

**V. Presentation**

None

**VI. Action Items****a. Election of Officers****i. Chair**

Nomination of Chantel Steinhorst by Nanci Caflisch

Motion:

To close nominations and elect Chantel Steinhorst as Chair

Kent (1); Nelson (2)

Aye: All

Nay: None

**ii. Vice-Chair**

Ms. Kothbauer volunteered to serve as the Vice-Chair

Motion:

To close nominations and elect Karen Kothbauer as Vice-Chair

Kent (1); Persche (2)

Aye: All

Nay: None

**iii. Secretary**

Nomination of Beth Persche as Secretary

Motion:

To close nominations and elect Beth Persche as Secretary

Kent (1); Kothbauer (2)

Aye: All

Nay: None

**b. Work session with Redevelopment Resources/Studio GWA regarding EDA Grant**

Redevelopment Resources and Studio GWA presented their final draft of their project.

The report contains several recommendation for moving forward. The report will be presented to the City Council on November 8, 2022. BEDC would like to meet again on November 17, 2022 to discuss how to implement the plan.

No official action was taken.

**c. Discussion of current development projects within the City.**

Staff gave an update on the various projects throughout the City. These projects included the Fire/EMS stations, Jackson property and the new hotel currently under construction.

**VII. Information/Discussion Items**

The next BEDC meeting will be November 17, 2022.

**VIII. Adjournment**

The meeting was adjourned by the Chair at 6:48 PM as all business items were concluded

• **Copies of these meeting minutes are on file in the Clerk's office:**

Emergency Management.....3-31-2022 UW Campus.....10-20-2022  
CDA.....10-4-2022, 11-1-2022, 11-17-2022  
Park & Recreation.....11-9-2022, 11-14-2022, 11-17-2022

• **Petitions & Correspondence Being Referred:** *None.*

**ADJOURNMENT**

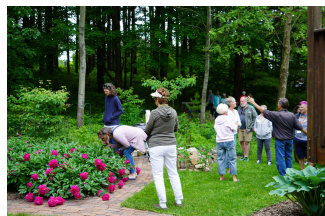
Moved by Kolb, seconded by Petty, and carried on voice vote, that the meeting adjourn at 7:24pm.

---

Brenda Zeman, City Clerk

## We sponsored the following free educational events:

- "Why Trees Matter" program with City of Baraboo Director of Parks, Recreation, and Forestry Mike Hardy, highlighting the role trees play in carbon sequestration and the city's role in tree planting September 30, 2021.
- "Why Farmers Matter" with Serge Koenig and Roman Miller on February 26, 2022 to highlight regenerative agriculture practices being utilized by local food producers.
- Home Energy Audits webinar with Torrance Kramer on March 22, 2022 to outline ways home owners can reduce their energy bills.
- A sustainable garden tour on June 11, 2022 with local landscape professional Marcy Huffaker, to educate local homeowners about the benefits of native plantings, rain gardens, and more.
- A light bulb exchange on August 20, 2022, inviting people to bring in their old incandescent light bulbs and exchanging them for LED light bulbs.
- "Rain Barrel Basics" program with Rick Eilertson, stormwater professional September 10, 2022. Eight rain barrels were given away free.
- "Let's Get Composting" program with Rick Eilertson, certified Master Composter October 15, 2022.



# Powered Up Baraboo

*The local face of the global transition  
to a clean energy future.*

## Our Wins in 2021-2022



A look back at our wins: ways we helped to educate the public, and promote the use of renewable energy, energy conservation, and sustainable practices in the Baraboo area.

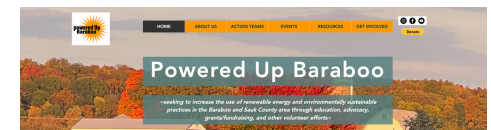
[www.poweredupbaraboo.org](http://www.poweredupbaraboo.org)

# Powering Through '21 and '22!

- Took part in Grow Solar Sauk County 2021 (as we did in 2018). PUB helped encourage 28 property owners to go through the program with a total of 235.06 kW of solar capacity being added in our area.
- Held a meet and greet with State Assembly Rep. David Considine on December 1, 2021 to learn about the status of state-wide legislative efforts to promote renewable energy.
- Partnered with Habitat for Humanity to publish a brochure on how to save money on your utility bill and save energy, geared towards middle and low income people. It was distributed to ten different nonprofits and government offices, and many people who stopped at our information booths.
- Supported efforts to pass a city resolution on “No Mow May”.
- Tom Kriegl, a member of the Home & Business Action Team, recruited Patrick Huelman, Associate Extension Professor of Cold Climate Housing Coordination at the University of Minnesota, an expert on energy efficient home construction, to provide three presentations at the Midwest Renewable Energy Fair in June, in Custer, WI.
- Created a guide to local food producers who use rotational grazing in their operations, encouraging support of these farmers doing the right thing for the climate. We distributed this through our information booths.



- Received grants from Rooted in Conservation Fund of Community Foundation of South Central Wisconsin and Free Congregation of Sauk County to help pay for our projects.
- Supported the completion of the solar project at the Jack Young Middle School, and facilitated the installation of e-gauges at the JYMS so students can monitor solar production in real time.
- Raised \$60,000 to help make it possible for solar arrays to be added to Baraboo High School.
- Produced a video introducing PUB's work (made possible by a Good Idea Grant from Sauk County).
- Sponsored a Lunch and Learn at the Baraboo Chamber of Commerce on May 26, 2022 to inform local businesses about our efforts.
- Formed a core team of young families to launch a new PUB parent group.
- Maintained a regular presence at the Baraboo Farmers' Market, handing out literature and signing up new supporters.
- Updated our website to offer information in a convenient form.



All this would not have been possible without our community partners, including Carnegie-Schadde Memorial Public Library, First United Methodist Church, Habitat for Humanity, Sauk County Department of Land, Resources and Environment, First Presbyterian Church and Relish Tray Bistro.



# Our Past

Formed in 2019, Powered Up Baraboo builds on the foundation created by others. First and foremost, we acknowledge the Ho-Chunk nation for their stewardship of this land and for honoring the sacredness of this place. In addition, we celebrate their commitment to renewable energy, including the installation of PV solar arrays on tribal land.

We also gratefully acknowledge:

- The Natural Step Resolution of the City of Baraboo in 2009
- Baraboo's commitment to become one of the State of Wisconsin's "Energy Independent Communities" in 2010
- Baraboo's designation as a Tree City in 1992
- Baraboo's designation as a Bird City in 2016
- Alliant Energy's goal of 50% reduction in CO2 emissions By 2030, and net-zero CO2 emissions from electricity the company generates by 2050



Baraboo Library 2019

# Our Invitation to You!

If you live within the Baraboo School District, we invite you to become a **Supporter** of Powered Up Baraboo. We will list your name among local residents who share our goals.

If you live outside the Baraboo School District, we invite you to become a **Friend** of Powered Up Baraboo. You can stay in touch through our newsletters, our website, or our Powered Up Baraboo Facebook Group



Birding session in outdoor classroom

We invite you to become a Friend, or a Supporter, or join an Action Team.

Find us on the web at

**[poweredupbaraboo.org](http://poweredupbaraboo.org)**

"Like" our Powered Up Baraboo

**Facebook page**

Call us at

**608-285-2611**



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# Powered Up Baraboo

*The local face of the global transition to a clean energy future.*



Baraboo, WI residence

# Our Purpose

To help Baraboo reach the economic, environmental, and citizen health opportunities presented by the global clean energy transition through forming collaborations between, and working with, local citizens, government entities and businesses.



Baraboo Arboretum 2021

# Our Partners

We seek to partner with organizations, municipalities, businesses, schools, government agencies, utilities, Indigenous peoples and non-profit organizations to increase the use of renewable energy and environmentally sustainable practices throughout the Baraboo School district and beyond. Local partners include but are not limited to the Aldo Leopold Foundation, Baraboo Range Preservation Association, Sauk County Land Resources & Environment, The Nature Conservancy and the State of Wisconsin's Department of Natural Resources.

# Our Vision

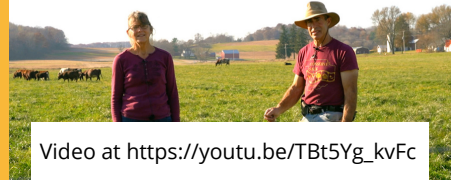
To achieve net zero carbon by 2030 in the Baraboo area, we are working towards policy changes at the city level as well as community norms of energy savings, clean energy use, and waste reduction. Powered Up Baraboo's four action teams work on actions we can take individually and collectively to achieve this goal and, in the process, promote better health, economic resilience and energy independence.

# Our Action Teams

The **Green Spaces Action Team** concentrates on

- promoting protection and expansion of green areas
- decreasing mowing
- planting more trees in order to help pull carbon emissions out of the atmosphere
- educating homeowners and landowners about the benefits of using sustainable practices on their property
- supporting local farmers using sustainable techniques

## Practicing Regenerative Agriculture with Ron and Maureen Bula



Video at [https://youtu.be/TBt5Yg\\_kvFc](https://youtu.be/TBt5Yg_kvFc)

The **Home & Business Action Team** concentrates on helping homeowners and businesses

- conserve energy and save money
- learn about and participate in programs making installing renewable energy systems more affordable



Switching to LED bulbs

The **Municipal Action Team** is dedicated to working with City of Baraboo leaders to help local public institutions

- adopt energy conservation measures
- move toward investing in renewable energy systems on behalf of the public



Baraboo, WI chargers

The **Schools Action Team** focuses on

- developing partnerships with student groups at the Baraboo High School and UW-Platteville Baraboo Sauk County to foster hands-on environmental and conservation education
- encouraging school planners to design building updates that take advantage of renewable energy and energy conservation opportunities



UW PBSC Green/STEM Club

**10.1**

**RESOLUTION NO. 2023 -**

**Dated: January 10, 2023**

**The City of Baraboo, Wisconsin**

<b><i>Background:</i></b>
<b>Fiscal Note: (Check one)   <input type="checkbox"/> Not Required   <input type="checkbox"/> Budgeted Expenditure   <input type="checkbox"/> Not Budgeted</b>
<b><i>Comments</i></b>

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

THAT the Accounts Payable, in the amount of \$ as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

**Offered By:** Consent  
**Motion:**  
**Second:**

**Approved by Mayor:** \_\_\_\_\_  
**Certified by City Clerk:** \_\_\_\_\_



**RESOLUTION NO. 2023****Dated: January 10, 2023****The City of Baraboo, Wisconsin**

**Background:** This is an amendment to the original predevelopment agreement that was adopted by Council on April 12, 2022. Both the developer and the City have had a number of delays in our due diligence. The developer has been waiting on the city to finalize the relocation of the 1 AM Dairy Building, soil testing, and a final plan with Alliant to relocate the substation, if possible. The City has a verbal agreement with 1 AM Dairy, received the DNR grant for the purchase of the property and worked with the DNR to coordinate the next steps once purchased for site clean-up. The owners have had a delay in their site selection as a result of factors out of their control. We are still working with Alliant on the substation and hope to have pricing back from them in the next few months.

The developer has shown a good faith effort throughout the process by purchasing the old Baraboo Daycare building and transferring ownership to the city for the building to be removed. They have changed their timeline for construction to accommodate the delays we have incurred and went through a couple of designs to accommodate some of the changes that have taken place as we work through these issues. The City has already committed \$1,000,000 of funding for this project and we have been allocated \$153,000 in DNR Stewardship funding as well as \$500,000 from Congress for another portion of this project. The funding from this development is anticipated to help provided the needed funding to clean up this contaminated site as well as create new public spaces for the benefit of all residents and visitors to Baraboo.

**Fiscal Note: (Check one)** ☐ Not Required ☒ Budgeted Expenditure ☒ Not Budgeted  
**Comments:** This will be developed as a part of the final development agreement

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

**WHEREAS**, city staff has been in discussions with Developer in regards to City owned property located on Lynn St, Vine St. and Walnut St. parcels 206-1769-00000, 206-0934-00000, 206-1769-10000 (“Project”); and

**WHEREAS**, the Parties are continuing to negotiate the terms of the development agreement; and

**WHEREAS**, the Parties would each like to secure certain rights at this time, with said terms contained in this Agreement, prior to investing additional time and money in exploring the development of the Project; and

**WHEREAS**, the City finds that allowing the Developer to secure certain rights to the Property at this time and contingent to the terms contained in this Agreement will be beneficial to the City for many reasons, including the possibility of the Project bringing additional housing to the City of Baraboo.

**NOW, THEREFORE BE IT RESOLVED**, the Baraboo City Council does hereby authorize entering into the pre-development agreement in accordance with the terms set forth and directs staff to take the steps necessary to facilitate the City’s responsibilities under this agreement.

**BE IT FURTHER RESOLVED** that the City Council authorizes the City Clerk and City Administrator to execute the attached City of Baraboo and 3 Amigos Pre-Development Agreement.

**Offered By:** Staff

**Motion:**

**Second:**

**Approved:**

\_\_\_\_\_

**Certified:**

\_\_\_\_\_

**City of Baraboo and Baraboo Riverfront Project  
PRE-DEVELOPMENT AGREEMENT**

**THIS PRE-DEVELOPMENT AGREEMENT** ("Agreement") is entered into by the City of Baraboo, a Wisconsin municipal corporation with a mailing address of 101 South Blvd., Baraboo, WI 53913 ("City"), and Circus City Apartments, LLC, a Wisconsin Limited Liability Company with a mailing address of 1201 N. Superior Ave. Tomah, WI 54660 ("Developer"). The City and the Developer may be jointly referred to herein as the "Parties" or singularly as a "Party."

**RECITALS**

**WHEREAS**, city staff has been in discussions with Developer in regards to City owned property parcels (206-1769-00000, 2060934-00000, 206-1769-10000 Property") for the purpose of constructing one or more Apartment Facilities and potential Commercial Space on the property with an estimated value that has yet to be determined ("Project"); and

**WHEREAS**, the Parties are continuing to negotiate the terms of the development agreement; and

**WHEREAS**, the Parties would each like to secure certain rights at this time, with said terms contained in this Agreement, prior to investing additional time and money in exploring the development of the Project; and

**WHEREAS**, the City finds that allowing the Developer to secure certain rights to the Property at this time and contingent to the terms contained in this Agreement will be beneficial to the City for many reasons, including the possibility of the Project bringing additional housing to the City of Baraboo.

**NOW, THEREFORE**, for the mutual consideration contained herein, the City and the Developer agree as follows:

**TERMS**

1. **Recitals.** The above recitals are hereby incorporated into and made a part of this Agreement.
2. **Term.** This Agreement shall be valid on the date of full execution by the Parties and shall remain in full force and effect until July 31, 2023, unless earlier terminated as provided for herein. This may be extended by mutual agreement of both parties.
3. **City Responsibilities.** During the term of this Agreement, the City agrees to perform as follows:
  - a. The City shall not enter into any contracts with a third party for the sale of any portion of the Property without the prior written approval of the Developer.
  - b. In concurrence with the Developer, shall cause the property to be rezoned if needed to make the proposed project feasible.
  - c. The City shall allow the Developer and the Developer's employees, agents and contractors to enter onto the Property for the purpose of conducting engineering and site testing so long as the Developer provided at least 24-hour advance notice to City Engineer Tom Pinion (email: tpinion@cityofbaraboo.com). The City reserves the absolute right to deny entry onto the Property if there is a conflict (e.g., the City will be conducting excavating work during that time the Developer desires to enter onto the Property) or reasonable safety concern as solely determined by the City, in which case the City will make all reasonable efforts to inform the Developer as soon as possible when entry will be denied.

- d. Nothing in this agreement will guarantee the approval of the zoning change, concept plan, preliminary/final plat, development agreement.
4. Developer Responsibilities. During the term of this Agreement, the Developer agrees to perform as follows, in addition to any other responsibilities contained herein:
- a. The Developer agrees to immediately terminate this Agreement pursuant to Paragraph 6(b), below, in the event the Developer decides, for any reason, to no longer pursue the Project.
  - b. For the duration of the Agreement, the Developer shall have and maintain insurance in the amounts provided for on Attachment B.
  - c. Provide evidence for project financing.
5. Mutual Responsibilities. During the term of this Agreement, the Parties agree to work together on the overall concept design and regulations associated with the Project; however, nothing contained herein shall be construed to mean, imply or guarantee that the Project or any part thereof including, but not limited to, architectural designs or plans, has been or will be approved by the City Council.
6. Termination.
- a. This Agreement shall automatically terminate upon Parties execution of a Development Agreement for the Property and Project.
  - b. This Agreement may be terminated by either Party with seven (7) calendar days' advance notice to the non-terminating party should the non-terminating party materially breach any of the terms contained herein.
  - c. The City may terminate this Agreement at any time and without notice if:
    - i. The Developer has made or is found to have made any statement that was proven to have been false in any material respect to this Agreement and/or
    - ii. The Developer: (1) becomes insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature, (2) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets, (3) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan, or other arrangement with creditors, (4) files a petition or application in bankruptcy or any similar proceeding, or has such a proceeding commenced against the Developer, and such petition, application or proceeding remains undismissed for a period of ninety (90) days or more, or Developer files an answer to such a petition or application, admitting the material allegations thereof, or (5) applies to a court for the appointment of a receiver or custodian for any of Developer's assets or properties, or has a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver is not be discharged within ninety (90) days after his/her appointment, and/or (6) adopts a plan of complete liquidation of its assets.
7. Indemnification. Developer agrees at all times during the term of this Agreement to indemnify, hold harmless and defend the City, its boards, committees, officers, employees, authorized representatives and volunteers against any and all liabilities, losses, damages costs or expenses (including, without limitation, actual attorney's and consultant's fees) which the City, its boards, committees, officers, employees and representatives may sustain, incur or be required to pay by reason of or in any way related to bodily injury, personal injury or property damage of whatsoever nature or in connection with or in any way related to the performance of the work by Developer, its employees, agents and anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, provided, however, that the provisions

of this section shall not apply to liabilities, losses, charges, costs or expenses caused solely by or resulting from the gross negligent acts of the City. Developer's indemnity obligations shall not be limited by any worker's compensation statute, disability benefit or other employee benefit or similar law or by any other insurance maintained by or required of Developer.

8. Miscellaneous.

- a. Nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the City and Developer or cause the City to be responsible in any way for the debts or obligations of Developer or any other person.
- b. Except as otherwise specifically set forth herein, the respective rights and liabilities of Parties under this Agreement are not assignable or delegable, in whole or in part, without the prior written consent of the other Party.
- c. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) three business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, air bill prepaid, and each such communication or notice shall be addressed as follows, unless and until either Party notifies the other in accordance with this Paragraph of a change of address:

If to City:	City Administrator City of Baraboo 101 South Blvd. Baraboo, WI 53913-2184
-------------	--

If to Developer:	Circus City Apartments, LLC 1201 N. Superior Ave Tomah, WI 54660
------------------	--

- d. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the Parties and then only to the extent specifically set forth in writing.
- e. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof.
- f. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.
- g. The Developer shall pay all reasonable fees, costs and expenses incurred by the City, including attorney's fees, in connection with the enforcement of this Agreement including, without limitation, the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Developer or any successor or assign.
- h. Upon mutual consent of the parties, which consent either party can withhold in its sole discretion, the parties can agree to submit disputes arising under this Agreement to alternative dispute resolution. The Parties hereby waive trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or equity, arising out of or in any way related to this Agreement. Venue for any court proceedings shall be Sauk County, Wisconsin.

- i. This Agreement may be executed in several counterparts, each of which shall be deemed original, but such counterparts shall together constitute but one and the same agreement. Facsimile signatures shall be deemed original signatures for all purposes of this Agreement.

**IN WITNESS WHEREOF**, this Agreement is entered into as of the date fully executed by the parties, as indicated below.

**Circus City Apartments, LLC**

Signature: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF BARABOO**

\_\_\_\_\_  
Casey Bradley, City Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brenda Zeman, City Clerk

\_\_\_\_\_  
Date

## INSTRUCTIONS FOR EXECUTING LEGAL DOCUMENT

### CORPORATION INSTRUCTIONS

If the party signing the legal document is a **CORPORATION**, the signatories on the document must be parties authorized to sign by the corporation (typically the manager, agent or secretary) and the following certificate should be executed and returned to the City of Baraboo:

I, \_\_\_\_\_ (*print name*), certify that I am the \_\_\_\_\_  
(*title*) of \_\_\_\_\_ (*business name*), a corporation in good standing in the State of \_\_\_\_\_, and that I have duly signed the foregoing document for and on behalf of the business by authority of its governing body, within the scope of its corporate powers.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(*Corporate Seal*)

If the document is not signed by the secretary, manager or agent authorized to sign on behalf of the corporation, the certificate should be executed by some other officer of the corporation under the corporate seal. Alternatively, in lieu of the foregoing certificate, there must be attached to the legal document copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

### PARTNERSHIP INSTRUCTIONS

If the party signing the legal document is operating as a **PARTNERSHIP**, each partner must sign the document.

EXCEPTION: If each partner does not sign the document, attached to the document must be a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such document for and on behalf of the partnership.

### INDIVIDUAL INSTRUCTIONS

If the party signing the legal document is an **INDIVIDUAL** or **INDIVIDUALS**, the trade name, if applicable, must be indicated in the document and such individual(s) must each sign the document.

EXCEPTION: If signed by someone other than the individual(s) entering into the agreement, there must be attached to the document a duly authenticated power of attorney evidencing the signers' authority on behalf of the individual(s).

**ATTACHMENT B**  
**City of Baraboo Insurance Requirements**

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It is hereby agreed and understood that the insurance required by the City of Baraboo is primary coverage and that any insurance or self-insurance maintained by the City of Baraboo, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force for the duration of the Agreement unless otherwise specified.

1. **INSURANCE REQUIREMENTS — MINIMUM REQUIRED LIABILITY LIMITS.**

- a. Commercial General Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. Personal Injury: \$1,000,000
  - iii. General Aggregate: \$2,000,000
  - iv. Medical Expense: \$5,000/any one person
  - v. Products–Completed Operations (to remain in full force and effect for two years after the completion of the work or the termination/expiration of the contract, whichever is later): IF APPLICABLE, aggregate of \$2,000,000
  - vi. Fire Damage: IF APPLICABLE, \$50,000/any one fire
- b. Automobile Liability: Must have coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.
- c. Workers’ Compensation and Employers Liability Insurance: As required by the State of Wisconsin, must have sufficient limits to meet underlying Umbrella Liability insurance requirements. IF APPLICABLE for the work, coverage must include Maritime (Jones Act) or Longshoremen’s and Harbor Workers Act coverage.
- d. Umbrella Liability: Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.
- e. Aircraft/Watercraft Liability: IF APPLICABLE, Aircraft and Watercraft Liability insurance must be in force with a limit of \$3,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
- f. Builder’s Risk/Installation Floater/Contractor’s Equipment or Property: The City of Baraboo will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors.

2. **INSURANCE REQUIREMENTS FOR SUBCONTRACTORS.** All subcontractors shall be required to obtain Commercial General Liability, Automobile Liability, Workers’ Compensation and Employers Liability as broad and with the same limits as those required per Contractor requirements, excluding Umbrella Liability, contained in Section 1 above.

3. **MISCELLANEOUS**

- a. All insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Baraboo.
- b. Insurers must have an A.M. Best rating of no less than A- and a Financial Size Category of no less than Class VI, and be authorized as an admitted insurance company in the state of Wisconsin.
- c. The City of Baraboo and its officers, council members, agents, employees and volunteers must be named as additional insured.
- d. Certificates of Insurance acceptable to the City of Baraboo must be submitted concurrently with the execution of the contract. These certificates must contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least thirty (30) calendar days’ prior written notice has been given to the City of Baraboo.



RESOLUTION NO. 2023 -

Dated: January 10, 2023

**The City of Baraboo, Wisconsin**

**Background:** This is a one year contract, see attached, with the Wisconsin Professional Police Association (WPPA) and the City of Baraboo. The existing contract expired on 12/31/2022. City management and WPPA have met and conferred several times throughout 2022 negotiating a contract that was fair and equitable to both parties given the City's current financial condition. Because we are not in a position to commit to a multiyear contract both parties have agreed to a one-year contract. Under this proposed contract WPPA employees will receive a 4% cost of living adjustment, retroactive back to January 1, 2023, an increase in the clothing allowance from \$600 to \$750, members will be able to cash out up to 75 hours of compensatory time once per year for cash or into their 457 plan, along with a number of language changes as illustrated in the document.

The cost of living adjustment is equal to that of all other employees and is currently budgeted for 2023. The increase in clothing allowance is to account for a change in our handling of this allowance. Currently we have an accountable plan, where employees submit receipts and once verified we then reimburse. Under the new plan, an unaccountable plan, WPPA employees will receive one annual payment in the first pay period of the new year and will be responsible for purchasing the items without providing proof to the city.

**Fiscal Note:** ☐ Not Required ☒ Budgeted Expenditure ☐ Not Budgeted  
**Comments:**

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

The Common Council hereby authorizes the City Administrator and the City Clerk to execute the WPPA contract agreement for fiscal year 2023 as presented.

**Offered by:** Personnel/Finance Comm. **Approved:** \_\_\_\_\_

**Motion:**

**Second:**

**Attest:** \_\_\_\_\_

**City of Baraboo**

**and**

**The Wisconsin Professional Police Association, Inc.**

**Tentative Agreements**

**For a Successor to the 2020 – 2022 Collective Bargaining Agreement**

**Per the 5/19/22 Bargaining Session**

- 1. Delete all footnote references to Memorandums of Understanding, except footnote 13.**
- 2. Amend Article V – Grievance Procedure, Steps 3 and 4:**

Step 3 The grievance shall be considered settled in Step 2 unless, within ten days from the date of the Police Chief's or designee's written answer or last date due, the grievance is presented in writing to the City Administrator ~~for referral to the City's Finance/Personnel Committee~~. The City ~~Administrator's Finance/Personnel Committee~~ shall respond in writing to the Employee or the Employee's Union representative, as applicable, within 30 days.

Step 4. If a grievance is not resolved at Step 3, or if any grievance filed by the Employee cannot be satisfactorily resolved ~~by conference with the Employee's Union representatives and the City Administrator after Step 3, with said conference taking place at a mutually agreed upon time and place~~, either Party may take the matter to arbitration as hereafter provided

- 3. Amend Article VII – Probation Period, Residency, Nepotism and Transfers:**

7.01 Probationary period Term. All Employees shall serve a probationary period commencing on the date of hire and continuing for 12 full months from ~~satisfactory completion of field training the date of the Employee's date of hire~~. During the probationary period, the Employee shall be subject to dismissal for any reason without recourse to the grievance procedure.

7.02 Residency Requirements City residency is not a requirement, but Employees are required to reside within ~~3525~~ miles of the police Department.

- 4. Amend Article IX, Responding to a Call to Work, Staffing:**

9.03 Posting Procedure. As needed to ensure adequate staffing levels and for special assignments, the Department may post requests for Employees to volunteer for overtime

work. Postings will be placed at a location in the Department that is accessible to all Employees. 9.07 Anticipated Vacancies. If a vacancy is predictable, an Employee may sign up for such vacancy. If an Employee is on vacation or other leave of absence, he/she shall be notified of vacancies for sign-up that occur after he/she returns to duty, if possible.

If multiple Employees sign up for a posting, the selection will be as follows:

- a. Offered by seniority within the patrol division, then SRO/Detective, then non-represented employees (i.e., Supervisors), if qualified.
- b. Ordered by inverse seniority

9.04 Use of Call-In procedure. Call-ins for Employees will be by seniority, ~~rotating based on seniority~~. If no Employees want to accept a call-in request, the opportunity will then be offered to non-represented Employees (i.e., Supervisors) prior to ordering in an Employee(s), if necessary, by inverse seniority.

9.05 Early Call-In and Hold-Over of Officers. Employees may be assigned overtime without utilizing either the call in or posting procedures when the overtime assignment is attached to the beginning or end of the Employee's shift. Employees may be called in a maximum of two hours early before a shift or be held over a maximum of four and one/quarter (4-1/4) hours (half-shift) after a shift. It is recognized that in the event of an investigation, the Employees overtime may extend over four and one/quarter (4-1/4) hours.

~~9.07 Anticipated Vacancies. If a vacancy is predictable, an Employee may sign up for such vacancy. If an Employee is on vacation or other leave of absence, he/she shall be notified of vacancies for sign-up that occur after he/she returns to duty, if possible.~~

9.08 Training Schedules. Employees are required by the State of Wisconsin to complete 24 hours of in service training per year, but more may be required by the Police Chief or designee.

a) If an Employee wishes to work his/her regularly assigned shift in addition to attending training during the same workday, the Employee will be permitted to do so and will receive compensatory time at a rate of time and one/half (1 1/2) for those additional hours worked. Employees are required to inform the Lieutenant or designee of their choice to facilitate scheduling. Employees who are assigned to attend training during the hours of their regularly scheduled shift will attend training in lieu of working the shift. Attendance at such scheduled in-service sessions will be required. Employees shall receive time and one/half (1 1/2) compensatory time for all time spent at such sessions unless they attend during their normally scheduled work hours. Compensatory time earned for in-service shall be in addition to the compensatory time in Section 10.08, however, compensatory time earned for in-service must be used in the year earned, except carryover may be allowed with the police Chief ~~s-fs~~ approval.



**5. Amend Article X, Wages, Additional Pay and Compensatory Time:**

10.07 Shift Leader. When the senior Employee of a shift is required to act as Shift Leader, he/she shall be compensated at a rate of an additional \$2.50 per hour for the actual hours worked as Shift Leader, so long as the Employee is qualified to work as the Shift Leader as determined by the Police Chief or Designee. Any Employee required to act as Shift Leader will perform those duties to the best of his/her ability. Failure to act as Shift Leader when assigned will result in discipline or discharge. Shift Leaders will not be disciplined or discharged for any good faith decisions.

10.08 Employees are eligible for holiday pay. Holiday pay will not be granted for holidays occurring during a vacation. Such Employees will be entitled to another vacation day. Employees shall receive one and one-half (1 1/2) times their hourly rate for all hours worked on a holiday. Employees who do not work on holidays are entitled to eight and one-half (8 1/2) hours straight time pay for such holidays. Employees who are required to work on a holiday that is normally a scheduled day off, shall receive double time (2x) pay in addition to receiving the holiday pay for all holidays worked, as follows:

New Year's Day	Memorial Day Labor Day	<u>MLK. Jr. Day</u>
Thanksgiving Day	Friday before Easter	Easter
Day before Christmas	Christmas	Fourth <del>Q</del> of July

**6. Amend Article XI – Sick Leave:**

11.04 Insufficient Sick Leave Credits. If an Employee is absent from work for any reason set forth under Section ~~11.01~~14.01, and at such time has accumulated insufficient sick leave to cover the time lost, the time off will be unpaid, unless the employee elects to use earned and unused vacation or compensatory time.~~amount of the time lost shall be deducted from current earnings of said Employee, provided; however, that for each month worked during such calendar year by said Employee during which no sick leave is taken, said Employee shall be reimbursed for the time he/she had lost as a consequence of the insufficient accumulation of sick leave.~~

**7. Amend Article XIII –Funeral Leave:**

13.01 Eliminate the footnote referencing Wis. Stat. §103.10(1)(ar) and replace it with the following: “‘Domestic partner’ is defined to cover those individuals considered domestic partners under the City’s health insurance plan.”

13.03 Other Family Members. Paid funeral leave of up to eight hours s for Employee's assigned to work a regular eight hour shift, eight and one-half hours for Employees assigned to work a regular eight and one-half hour shift, or 12 hours for Employees assigned to work a regular 12 hour shift, as applicable and as determined by the Employee's assignment at the time of the paid funeral leave use, will be granted to full-

time Employees for absences from work caused by the death of an employee's other family member.<sup>28</sup> For the purpose of this Article, "other family members" means:

## 8. Article XIV – Promotions, Vacancies:

Filling Vacancies. When new classifications are created or vacancies exist within the bargaining unit Department, bargaining unit Employees shall be given the first opportunity to fill such vacancies. ~~The filling of those vacancies Promotions to another job classification~~ shall be determined on the basis of relative ability, experience, and other qualifications as substantiated by an Employee's personnel records, including his/her performance appraisals. Where ability, experience, qualifications, and performance are relatively equal, seniority shall be the determining factor. If not promoted, the Employee will be notified of the reason.

## 9. Article XVII – Health and Welfare:

17. 02 Group Health Insurance plan. The City will provide a group health insurance plan for all regular full-time employees and their dependents~~participates in the Wisconsin Public Employers' Group Health Insurance Program to provide health care benefits to its employees. The City reserves the right to change to a different plan provided the coverage is comparable. Employees have the option to choose a group health insurance plan from the standard plan and alternative health insurance plans offered by the Wisconsin Public Employers' Group Health Insurance program in the City's service area.~~

a) City Contribution. ~~Effective January 1, 2012, t~~The City ~~agrees to~~will pay the premium for single or family health insurance in the amount of ninety (90%) of the gross premium of the alternative or standard health insurance plan that is the least costly qualified plan within the service area or the maximum contribution as allowed by law. The remaining premium, if any, shall be paid by the Employee via payroll deduction.

b) Retirees. Those employees who have retired from the Department may, at their own expense, choose to continue their coverage through a health care plan offered by the City until they reach the age of 65 or become eligible for Medicare. Such premiums must be submitted by the retiree on or before the premium due date. If the retiree in question fails to submit any such monthly premium to the City by this date, the employee's coverage under the policy shall be deemed to have terminated. An Employee's spouse can remain in the City's Health Insurance Plan at his/her own expense if the Employee dies and, in this regard, the Employee and/or the Employee's spouse can remain in the plan until reaching the age of 65 or becoming eligible for Medicare.



**City of Baraboo  
and  
The Wisconsin Professional Police Association, Inc.**

**Tentative Agreements**

**For a Successor to the 2020 – 2022 Collective Bargaining Agreement**

- 1. The tentative agreements set forth in the post-5/19/22 bargaining session document.**
- 2. Amend Article VII – Probation Period, Residency, Nepotism and Transfers:**

7.03 Lateral Transfers. upon the appointment of a new Employee to the Department, the Police Chief may consider the Employee's experience and training when setting the wages, vacation accrual, and work assignment for the Employee within the current pay schedule described in this Agreement.

*Note: Chief will meet with three employees who transferred in to discuss potential equity adjustments.*

- 3. Amend Article X, Wages, Additional Pay and Compensatory Time:**

10.01 - 4% wage increase for 2023

10.09 Compensatory Time

- a) All Employees shall be allowed to accumulate compensatory time up to 150 hours in lieu of being paid for overtime. If an employee reaches this maximum and subsequently uses compensatory time, the employee may accumulate additional compensatory time up to this maximum. Employees may elect to cash out up to seventy-five (75) banked compensatory hours per year at any payroll period by giving the City one week's written notice. The employee may elect to have this cash out paid into the employee's deferred compensation account by means of payroll deduction.

- 4. Amend Article XI – Sick Leave:**

11.03 Accrual of Credits. Sick leave credits accrue as follows:

- a) Employees ~~for whom vacation periods are provided~~ shall earn one day of sick leave for any month where the Employee has completed 13 days of compensated service. The amount of sick leave earned per month shall be based on the schedule worked by the Employee that month: one day of sick leave means eight and one half (8.5) hours for employees working 12 hour shifts; eight hours for

employees working eight hour shifts and eight and one-half hours for employees working eight and one-half (8 1/2) hour shifts.

- b) No Employee shall be credited with an accumulation of more than ~~1200~~ 1275 hours of sick leave credits.
- c) Employees shall not be required to use sick leave in the case of an on-the-job injury when Workers' Compensation benefits are paid to the Employee.
- d) Employees will receive eight and one-half hours of additional pay when six consecutive months have passed without that Employee using sick leave. As long as there are six consecutive months without using any sick leave when this Employee is at the maximum of ~~1200 hours~~ 1096.5 days of sick leave, the additional day of pay will be granted in the month of December that follows the six-month period being addressed. The six consecutive months do not have to be within the same calendar year.

*Note: One employee has reached an accumulation of 1275 ~~hours~~ days. That employee will be allowed to keep the excess 75 ~~days~~ hours and use them. The 1200-hour limit will apply and he will not be allowed to accrue additional sick days until his bank falls below 1200 hours.*

11.05 Compensation Upon Retirement or Termination. Employees who retire or voluntarily quit shall be entitled to compensation of any unused sick leave days up to a maximum of 1200 hours at the time he/she leaves the service of the City by either using it as a credit for the payment of health insurance premiums as long as the employee or spouse is covered by the City's health plan or by deposit into the employee's . At the time of separation, such Employee can designate all or part of this benefit for continued health insurance coverage under Agreement; however, sick leave credits in excess of 1096.5 hours and up to 1200 hours may be used only for purposes of health insurance and at no time shall the cash benefit exceed 1096.5 hours. tax-deferred compensation account. In the case of an Employee's death, this payment shall be made to the Employee's estate under the same conditions set forth above. The value of the credit or deposit shall be based upon the number of unused sick hours at the time of retirement multiplied by the employee's hourly rate at time of retirement. ~~An Employee's spouse can remain in the City's Health Insurance Plan at his/her own expense if the Employee dies and, in this regard, the Employee and/or the Employee's spouse can remain in the plan until reaching the age of 65 or becoming eligible for Medicare.~~

## 5. ARTICLE XII – VACATION

Amend: 12.01 Rate of Earning.

59.5 hours of vacation after completion of one year of service  
119 hours of vacation after completion of 2 years of service  
178.5 hours of vacation after completion of 5 years of service

204 hours of vacation after completion of ~~20 year~~ 8 years of service  
212.5 hours of vacation after completion of ~~25 years~~ 145 years of service

**6. Article XV – Clothing and Personal Property**

15.01 Allotment. On the first payday of each year, each employee will be paid \$750 for the purpose of ~~The City will purchase~~ required clothing and replacing worn-out clothing ~~in an amount not to exceed the amount noted in the schedule below, per person, per year. Replaced clothing shall be returned to the Department~~ The annual amount for Employee's clothing will be six hundred dollars (\$600). New Employees shall receive seven hundred and fifty six hundred dollars (~~\$600~~750) for clothing purchases when starting employment with the Department.

**7. The term will be for one year from January 1, 2023 through December 31, 2023.**



**Members Present:** Sloan, Kent, Petty

**Absent:**

**Others Present:** Mayor Nelson (in at 6:11pm), Adm. Bradley, Clerk Zeman, J. Ostrander, W. Peterson, M. Hardy

**Call to Order** –Ald. Sloan called the meeting to order at 5:30p.m. noting compliance with the Open Meeting Law. Moved by Kent, seconded by Petty to approve the minutes of November 1, 2022 & November 8, 2022. Motion carried unanimously. Moved by Petty, seconded by Kent to amend the agenda, moving item “e” Trail Community Application and Budget Amendment to the bottom, and approve the amended agenda. Motion carried unanimously.

### **Action Items**

- a) **Accounts Payable** – Moved by Petty, seconded by Kent to recommend to Council approval of the accounts payable for **\$1,658,196.41**. Motion carried unanimously.
- b) **Uncollectible Accounts** – J. Ostrander noted that these accounts have already been submitted to the State Debt Collection (SDC) agency and they have determined these accounts to be “uncollectable”. P. Cannon explained that the Bad Badger Engineering loan was a capital catalyst loan; the individual has left town and it is P. Cannon’s recommendation that this loan be written off. Moved by Petty, seconded by Kent to recommend to Council to approve writing off the uncollectible accounts, noting that efforts have been made to try and obtain reimbursements for these but it’s not plausible that we will receive payment. Efforts will still be made to recoup some of the money, but no interest will be added. Motion carried unanimously.
- c) **Resilient Baraboo Report** – Adm. Bradley noted that this is the report that was presented at the last Council Meeting by Kristen Fish-Peterson. Ald. Kent noted that he feels a lot was put into this report and a lot of it we are already doing. Adm. Bradley will present this information to BEDC at their January meeting. Moved by Kent, seconded by Petty to recommend to Council to approve the Resilient Baraboo Report. Motion carried unanimously.
- d) **Trail Community Membership** – M. Hardy explained that the City was approached by some individuals looking to join this program, and the city’s interest to be part of this community. This was presented to the Parks Commission and it was agreed that they would support joining the community and the application submitted by the Baraboo Chamber of Commerce; however, they would need to find the funds elsewhere for the one-time \$2,500 application fee. Because we already maintain the trail, there will be no additional costs associated with this. Moved by Petty, seconded by Kent to recommend to Council to support the Baraboo Chamber of Commerce efforts to submit the Baraboo Area for membership as a Trail Community through the Ice Age Trail Alliance. Motion carried unanimously.
- e) **Civic Center Lease** – M. Hardy explained that he was approached by the Freedom in Christ Assembly Church for the next 12 months. Based on the current price structure, it would have been approximately \$1,900 per month for the rental, however, they cannot afford this. They requested a fee of \$1,000 per month with no storage and they are responsible for their own setup. The service will be held in the gym and Sunday School in Room 11. It costs the City approximately \$600 per month to staff the Civic Center for this. The committee raised some concern on setting precedence for lowering the rental fees but it was decided that M. Hardy has the ability to look at each individual request and given the schedule requested, there is not a huge interest for Sunday rentals. This “extra” revenue will help to offset any future cost, and potential rent, increases. Moved by Petty, seconded by Kent to recommend to Council to approve the request from Freedom in Christ Assembly Church to enter a lease with the City to rent the Civic Center on Sunday mornings for 12 months at \$1,000 per month. Motion carried unanimously.
- f) **DNR Agreement** – W. Peterson explained that at the time of the original agreement, we did not have the project number from the DNR. He is now attempting to close the loan and the DNR is requesting the project number be included. It was also recently discovered that we received an additional \$60,000 for the program and we have until the end of April 2023 to use the funds. With the changing to the new DNR program, we will most likely not qualify and if we do, it will be for a much lower rate. Moved by Kent, seconded by Petty to recommend to council to approve the amended Department of Natural Resources (DNR) Principal Forgiveness Water Service Agreement. Motion carried unanimously.

- g) **Taxi Program** – J. Ostrander explained that this is the approval to apply for the annual taxi grant. Based on previous conversations regarding the Taxi Program, the Committee is requesting a review of the Taxi Program in 2023. Moved by Petty, seconded by Kent to recommend to Council to authorize applying for the 2023 WisDOT Public transit Assistance Program (PTAP) funding offered by the Federal and State for the City of Baraboo and the 2023 Federal Section 5311 Operating and Capital (Formula Grants for Rural Areas). Motion carried unanimously.
- h) **Taxi & Lease Agreement** – J. Ostrander noted that this is the lease between the City and Abby Vans for use of the City owned vans and extending the agreement with Abby Vans for providing the shared-ride taxi service in 2023. It was noted that the extension for 2023 was optional and this will be part of the discussion next year. Moved by Petty, seconded by Kent to recommend to Council to extend the vehicle leases and agreement with Abby Vans for the 2023 Taxi Service.
- i) **Weights & Measures** – The Committee reviewed the 2022 Annual Weights & Measures assessments. This is an annual contract with the State to provide these services; local businesses are then responsible for paying for this service based on the number of devices and inspections completed. Moved by Kent, seconded by Petty to recommend to Council approving the Weights & Measures for 2022. Motion carried unanimously.
- j) **Tax Incremental Finance (TIF)** – J. Ostrander noted that these were previously presented to Council in the budget process. There have been no changes made. Motion by Kent, seconded by Petty to recommend to common Council to approve the 2023 TIF funds for the City's six Tax Incremental Districts. Motion carried unanimously.
- k) **2023 Budget** – The Committee reviewed the 2023 budgets.
1. Moved by Kent, seconded by Petty to recommend to Council approving the Community Development Authority budget in the amount of: \$30,920,455 for
 

Donahue Terrace Apartments	Corson Square Apartments
City Admin Building Fund	Community Dev. Block Grant
Façade Improvement	Revolving Economic Dev.
Library Building Fund	Capital Catalyst
	Fire/EMS Building Fund

 Motion carried unanimously.
  2. Moved by Kent, seconded by Petty to recommend to Council approving the Sanitary Sewer Utility Budget of \$1,677,617 and set user charges accordingly. Motion carried unanimously.
  3. Moved by Petty, seconded by Kent to recommend to Council approving the Water Utility Budget of \$2,239,595. Motion carried unanimously.
  4. Moved by Kent, seconded by Petty to recommend to Council approving the Stormwater Utility Budget of \$593,247. Motion carried unanimously.
  5. Moved by Petty, seconded by Kent to recommend to Council approving the Funds with sources of revenue other than levy:
 

Taxi	Street Lighting	Park Impact/Development
Library Impact Fees	Police Impact Fees	Fire Impact Fees
Lead Service Grant	Library Operating	Disaster Aid
Emergency Management	Police Equipment	PW Capital Equipment
General GOV/IT Capital	Parks/Rec Capital Equip.	Park Amenities
Capital Projects/Roads	Special Assessments	Land Development
Insurance	Leased Vehicles	UW Campus
Alma Waite	Kuenzi Estate	Fire Benefit
Library Segregated	Library Building	Park Segregated
		Oschner Park

 Motion carried unanimously.

6. Moved by Petty, seconded by Kent to recommend to Council approving the Business Improvement District budget for \$50,400 and assessments to be levied. Motion carried unanimously.
  7. Moved by Petty, seconded by Kent to recommend to Council approving the Tax Levy for \$9,073,020, tax rate of \$9.67090 per thousand dollars and adopt the 2023 City Budget for a total of \$15,405,141.
- 1) **Trail Community Application and Budget Amendment** – Mayor Nelson explained that with the Trail Community application there is a one-time \$2500 application fee. It was proposed that this application fee be split 4-ways, the City, the Village, the Chamber, and BID. The Mayor's budget has funds available because of training he was not able to attend. Adm. Bradley explained that city staff did not see the benefit of contributing towards this application fee. Mayor Nelson noted that there is a promotional benefit to being a Trail Community. Moved by Kent, seconded by Petty to recommend to Council to authorize a contribution of \$625 toward the application fee for Baraboo's designation as a "Trail Community" through the Ice Age Trail Alliance. Motion carried unanimously.

**Discussion Items** - *None.*

**Adjournment** – Moved by Kent, seconded by Petty and carried to adjourn at 6:51pm.  
Brenda Zeman, City Clerk

Present: Alderpersons Kathleen Thurow, Heather Kierzek, Bryant Hazard

Absent: None.

Also Present: City Clerk Brenda Zeman, Interim Police Lieutenant Ryan Labroscian, Finance Director Julie Ostrander, Mayor Rob Nelson, Administrator Casey Bradley

Citizen Present: None

The meeting was called to order by Chairman Kathleen Thurow at 8:00am, with roll call and noting compliance with the Open Meetings Law.

Motion by Hazard second by Kierzek to approve the November 15, 2022, minutes. Motion carried unanimously.

Motion by Kierzek second by Hazard to approve the agenda. Motion carried unanimously.

**Action Items:**

- a) Review and recommendation to the Common Council on approving the Temporary Liquor License (aka Picnic License) for the Baraboo Theatre Guild, Bootlegger's Ball, 1-7-2023.

Ryan Labroscian noted there were no concerns.

Motion by Kierzek seconded by Hazard to approve. Motion carried unanimously.

Discussion:

- a) Strategic Plan assignments –

Administrator Casey Bradley presented the Strategic plan with the committee responsibilities summarized and described the process to completion strategies. He boiled down the list into standing committee assignments described in more detail the 15 items tasked to the committee and some of the organizational challenges. The Administrative Committee alders will review these Strategic Plan summarizations to determine meaningful metrics and consolidate items into like categories for the appropriate Department Head. Casey will describe and delegate the roles and responsibilities for the summarized items at the next Department Head meeting on Wednesday December 14<sup>th</sup> thus starting the process. The Strategic Plan will be a standing item on the agenda until completed.

Information Item(s):

- a) Date and time of next meeting: Tuesday, January 10, 2023, at 8:00AM.

Motion to adjourn by Hazard, seconded by Kierzek at 8:44 AM and unanimously carried.

Respectfully submitted, Julie Ostrander, Finance Director

**CITY OF BARABOO  
POLICE AND FIRE COMMISSION  
MEETING MINUTES**

**MINUTES FOR: Regular Meeting on November 21, 2022.**

The Baraboo Police & Fire Commission (PFC) met on this date at the Baraboo Municipal Building, 101 South Boulevard, (C205), Baraboo. The meeting was opened at 3:30pm by PFC President Kujak. A notice of this meeting was posted on November 18, 2022.

Roll call found Commissioners Getschmann, Hollenback, Kluge, Kujak and Viney were in attendance. Others present during the meeting were Police Chief Sinden and Fire Chief Stieve.

Compliance with the open meeting law was noted by Kujak.

Kujak made a request to have the AGENDA be approved. Getschmann made a Motion to approve the Agenda; Hollenback offered a second, motion carried 5-0.

Kujak made a request to have the MINUTES of October 17, 26, 27 and November 4, 2022 be approved. Viney made a Motion to approve, with Getschmann offering a second, that motion carried 5-0.

There were no citizens present to speak under 'PUBLIC COMMENTS'.

There was no business to be discussed under 'ACTION ITEMS'.

Under 'INFORMATIONAL ITEMS':

Chief Sinden orally gave his Monthly Report noting that Staffing levels remain the same as last month; He is hopeful that it remains that way; the City has approved a 4% pay raise for the Officers, which is encouraging to them; The PD just completed and passed their 3 year WILEAG Certification again; The PD is one of 45 Police Departments in the State to have this Certification; Call levels remain about 4% down from the prior year; the loss of a recent OWI Grant for the County & PD has resulted in less OWI arrests; and there have been no Use of Force incidents to report on.

From a Question by Kujak: Are there any ongoing plans for filling the Captain position? Sinden stated that he is working to accomplish that and hopes to report on it at the next meeting.

Question by Viney: What is the status of the SROs & the School budget to provide some level of funding. Sinden & Kujak responded that the School District is providing about \$150K, which should hold the two SRO positions in 2023.

Chief Stieve noted that he has had a loss of staff recently, highlighting the Resignation of two (2) Fire Fighters and the Termination of one (1) Probationary Fire Fighter. Letters were received from the departing Fire Fighters and read to the PFC.

From a Question by Kluge: What is the true timeline for a departure of the Fire Department from the PFC? Stieve stated that it is set for January 1, 2023, that BFD will formally be in the Fire District rather than the PFC after that. He feels that an ordinance at the next Council Meeting should finalize that.

**CITY OF BARABOO  
POLICE AND FIRE COMMISSION  
MEETING MINUTES**

Kujak noted that it is the normal routine that the PFC does not have a December meeting, unless there are specific needs of either Department. Both Sinden and Stieve expressed a need to have a meeting in December as they will have separate needs. They suspect it may be at or before the normal December 19 Meeting.

Under 'COMMUNICATIONS',

Kluge had handed out the Commissioner's monthly magazine from the 'League of Wisconsin Municipalities', as well shared a media stick with course notes from the recent PFC Workshop (Nov 4).

Kluge updated the PFC on an oral communication (phone call) received for the PFC on November 18<sup>th</sup> from the City Administrator.

Kluge noted that this is the time that the PFC should be reviewing it's operational policies for any needed updates. That review should be concluded in early 2023.

Kujak made a request for an ADJOURNMENT: Viney offered a Motion to approve; Getschmann offered a second. Motion passed 5-0.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Dennis Kluge", with a horizontal line underneath the name.

Dennis Kluge, Secretary

Approved by PFC on (or before) December 19, 2022

*Cc: City Clerk*

Present:

Members: S. Fay, K. Thurow, M. Miller, D. Marshall, B. McDaniel, , B Stelling, T Wickus

Absent:

Members: T. Sefkar, A. Killgallon

Other:

S. Taft on behalf of the Ice Age Trail Application Committee

President Fay called the meeting to order at 6:01PM

Approval of October minutes: B. McDaniel/D. Marshall, Carried

Adoption of Agenda: B. McDaniel/ K. Thurow, Carried

**Officer/Committee**

**Reports**

President: Fay

Nothing to report

Secretary: Abscent

None

Treasurer: B. Stelling

None

Appearances: B. Stelling

– Garland is up and wreaths have been fluffed

Business Development: D. Marshall

None

Finance: B. Stelling

None

Parking: S. Fay

None

Promotions: T. Wickus

Banner is up by Johnson insurance as are billboards

Old Business:

- None

New Business:

- Approval of Vouchers
  - Vinyl Graphics For You LLC
    - \$323.75
  - Cinninatti Insurance
    - \$660.00
  - Waterfront Graphic Design
    - \$150.00

Motion to Approve: T. Wickus/K. Thurow, Carried

- Seth Taft on behalf of the Ice Age Trail Application Committee requested \$500.00 towards the \$2500.00 one time application fee. After hearing Seth's presentation, Todd made a motion to approve additional funds of \$625.00. A motion to amend Todd's \$625.00 to \$1250.00 was made by Bekah. Second by Dee. Motion carried to approve \$1250.00 towards the one time application fee

Approval of Financials as presented

D. Marshall/B. Stelling/carried

Other Comments:

- Next meeting is December 2nd at 9:00am at Knight Room. Title is not yet decided. Please bring your suggestions for the next meeting to the December meeting.

Motion to Adjourn at 6:40PM by D. Marshall/B. McDaniels, carried.

Thursday, November 17, 2022

**Members present:** Wedekind, Giese, Kolb, Hazard, Lohr and Miller

**Members Absent:** Bradley

Chair Hazard called the meeting to order at 8:00 a.m. and Compliance with the Open Meeting Law was verified.

MOTION (Kolb/Miller) to adopt the agenda. Motion carried unanimously.

MOTION (Kolb/Giese) to approve the minutes of the regular meeting on October 20, 2022. Motion carried unanimously.

**Public comment:** None.

**Communications:** None.

**Facilities planning and maintenance report:**

Schara gave the committee an update (*report and list of invoices on file*).

**Discussion and possible action on Lange building roof repair:**

Schara informed the committee that this project has been completed.

**Discussion and possible action to advance the A building 80-ton classroom AC unit from 2024 capital improvement need to present replacement:**

Discussion took place among the committee.

**Discussion and possible action to approve transferring funds for the campus vehicle:**

Discussion took place among the committee.

**Financial report and approval of vouchers:**

MOTION (Giese/Miller) to approve vouchers in the amount of \$2,846.44. Motion carried unanimously.

**Discussion and possible action on status of the theatre and arts building remodel:**

Discussion took place among the committee. Next step will be sending out an RFP.

**Discussion and possible action on 2023 budget:**

Discussion took place among the committee.

**Update from Student Housing Advisory Committee:**

No update was given.

**Assistant Provost Report:**

Compton gave the committee an update.

MOTION (Giese/Miller) to adjourn at 8:34 a.m. until Thursday, December 15, 2022 at 8:00 a.m. Motion carried unanimously.

Respectfully Submitted,

Rebecca C. Evert  
Sauk County Clerk



UW-BARABOO / SAUK COUNTY CAMPUS COMMISSION MINUTES

UW-Baraboo/Sauk County Campus, Executive Dining Room, 1006 Connie Road, Baraboo, WI

Thursday, December 15, 2022

**Members present:** Hazard, Lohr and Miller

**Members Absent:** Wedekind, Giese, Kolb and Bradley

There was no quorum to hold the meeting. No action was taken.

MOTION (Miller/Lohr) to adjourn at 8:13 a.m. until Thursday, January 19, 2023 at 8:00 a.m. Motion carried unanimously.

Respectfully Submitted,

Rebecca C. Evert  
Sauk County Clerk

**MINUTES**  
**Baraboo District Ambulance Service (BDAS) and Baraboo Fire Department**  
**Consolidation Committee Meeting**  
**Baraboo EMS & Fire Station / 135 4<sup>th</sup> Street, Baraboo, WI 53913**  
**Monday, September 19, 2022 at 9:00am**

**Members Present:** Joel Petty, Tom Kolb, Tim Stone, Karl Berna/Ken Nolden, Robin Meier, Ed Geick, Dave Kitkowski, Casey Bradley, Caleb Johnson, and Kevin Stieve

**Members Excused:**

**Members Absent:**

**Call Meeting to Order** - Meeting called to order by Joel Petty at 9:00am, noting compliance with Open Meeting Laws, roll call was taken.

**Adoption of Agenda** - Motion by Ed Geick, second by Tom Kolb to adopt agenda. Voice vote, motion carried unanimously.

**August 22, 2022 Minutes** – Motion by Tom Kolb, seconded by Ed Geick to approve the minutes of the August 22, 2022 meeting. Voice vote, motion carried.

**Public Comments** - None.

**New Business**

Discussion and possible action regarding the following:

1. **Proposed Intergovernmental Agreement**
  - a. **Capital Equipment Fund Contribution Method** Discussed proposed language. No changes were recommended.
  - b. **Personnel Board Composition – Permanent Seat** Town of Baraboo proposed to hold permanent seat.
  - c. **Proposed Fee Schedule for Fire Services Rendered & Related Workflow, Requirements.** Chief Stieve discussed proposed fee schedule.
2. **Propose Deadline for adoption of IGA.** Motion by Ed Geick, seconded by Caleb Johnson to propose a deadline of adopting IGA by October 26, 2022 for participating municipalities. Voice vote, motion carried. Robin Meier abstained from vote.
3. **Standard of Cover and Strategic Plan** Chief Stieve and Chief Johnson updated committee.
  - a. **Consider CPSM Proposal to Present SOC & SP, Related Fee.** Committee is not recommending a presentation by CPSM.

**Committee Member Comments & Future Agenda Items**

Next Meeting Date: October 3, 2022, 10:00am

**Adjournment** - Motion by Kevin Stieve, seconded by Tom Kolb to adjourn. Voice vote, motion carried unanimously.

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Respectfully submitted, Megan Marshall

Approved: 12-14-22 by BDAS Commissioners

**Minutes**  
**Baraboo District Ambulance Service**  
**Finance/Personnel Ad Hoc Committee**  
**Baraboo Fire & EMS Station**  
**135 4<sup>th</sup> Street, Baraboo, WI**  
**Wednesday, October 26, 2022 at 6:30pm**

**Members Present:** Scott Sloan, Tim Stone

**Members Absent:** Robin Meier

**Others Present:** Joel Petty, Caleb Johnson, Josh Hecht, Joel Petty, Megan Marshall

1. **Call to Order:** Finance/Personnel AD HOC Committee meeting was called to order by Scott Sloan on October 26, 2022, at 6:33pm, noting compliance with Open Meeting Laws, roll call was taken.
2. **Adoption of Agenda:** Motion by Tim Stone, seconded by Scott Sloan to adopt agenda. Motion carried unanimously.
3. **Approval of Previous Minutes:** Motion by Tim Stone, seconded by Scott Sloan to approve previous minutes from September 28, 2022. Motion carried unanimously.
4. **Public Comments:** Scott Sloan reported no public comments were received.

**New Business**

Discussion and possible action regarding the following items:

1. Approve check details and online payments for September 16, 2022 – October 15, 2022 in the amount of \$344,933.72. **Motion by Tim Stone, seconded by Scott Sloan to forward to Commission with a positive recommendation for approval. Voice vote, motion carried unanimously.**
2. Write off of patient accounts in the amount of \$75,700.77, per AMB recommendation. **Motion by Tim Stone, seconded by Scott Sloan to forward to Commission with a positive recommendation for approval. Voice vote, motion carried unanimously.**
3. Resolution 2022-07 Renewing Line of Credit with Community First Bank **Motion by Tim Stone, seconded by Scott Sloan to forward to Commission with a positive recommendation for approval. Voice vote, motion carried unanimously.**
4. ESO Records Management Software Subscription Agreement **Recommendation to take to full commission for approval.**

**Additional Comments & Future Agenda Items**

- Next Meeting Date: December 14, 2022 at 6:30pm.

**Adjournment** – Motion by Tim Stone, seconded by Scott Sloan to adjourn at 6:42pm, Voice vote, motion carried unanimously.

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Respectfully submitted, Megan Marshall, Administrative Assistant

Approved: 12-14-22

**Minutes**  
**Baraboo District Ambulance Service Commission Meeting**  
**Baraboo Fire & EMS Station**  
**135 4<sup>th</sup> Street, Baraboo, WI**  
**Wednesday, October 26, 2022 at 7:00pm**

**Commissioners Present:** Ed Geick, Dave Kitkowski, Joel Petty, Randy Puttkamer, Scott Sloan, Tim Stone, Terry Turnquist

**Commissioners Excused:** Karl Berna, Heather Kierzek

**Commissioners Absent:** Robin Meier, Mike Arndt

**Others Present:** Caleb Johnson, Josh Hecht, Megan Marshall

1. **Call to Order:** Commission President Joel Petty called the meeting to order at 7:00pm, noting compliance with Open Meeting Laws, roll call was taken.
2. **Adoption of Agenda:** Motion by Tim Stone, seconded by Terry Turnquist to adopt agenda. Voice vote, motion carried unanimously.
3. **Approval of Previous Minutes:** Motion by Scott Sloan, seconded by Ed Geick to approve previous minutes from September 28, 2022. Voice vote, motion carried unanimously.
4. **Public Comments:** None.

**Reports**

- **Legal Counsel Report** – None.
- **President's Report** – Station 2 has a successful land agreement, on November 4 Station 1 will have a condemnation site visit and hearing.
- **Treasurer/Financial Report** – None.
- **Chief's Report** – Medicare/Medicaid will increase payments by 8.7%; EMS Flex grant budget has been updated; all full time staff positions filled, sent out conditional offers to 4 EMT basic applicants for part time; IGA adopted by Towns of Fairfield, Greefield, Baraboo, Village of West Baraboo and City of Baraboo, no response to date for Town of Sumpter and Excelsior for payout or 1 year of service; Consolidation meetings underway with joint officers meetings and chiefs meetings; data report was presented; 574 turbo was blown but covered under warranty; Manikins received and Asst. Chief Hecht is working on training.

**Consent Agenda**

Discussion and possible action regarding the following items:

1. **Approve check details and online payments for September 16, 2022 – October 15, 2022 in the amount of \$344,933.72. Motion by Scott Sloan, seconded by Tim Stone to approve. Voice vote, motion carried unanimously.**
2. **Write off of patient accounts in the amount of \$75,700.77, per AMB recommendation. Motion by Tim Stone, seconded by Terry Turnquist to approve. Voice vote, motion carried unanimously.**

**New Business**

Discussion and possible action regarding the following items:

1. **Resolution 2022-07 Renewing Line of Credit with Community First Bank Motion by Scott Sloan, seconded by Tim Stone to approve. Roll call vote, all ayes. Motion carried unanimously.**

Approved: 12-14-22

Page 1 of 2

**Minutes**  
**Baraboo District Ambulance Service Commission Meeting**  
**Baraboo Fire & EMS Station**  
**135 4<sup>th</sup> Street, Baraboo, WI**  
**Wednesday, October 26, 2022 at 7:00pm**

2. ESO Records Management Software Subscription Agreement **Motion by Scott Sloan, seconded by Ed Geick to approve 5-year contract contingent upon legal reviewing agreement. Voice vote, motion carried unanimously.**
3. Consolidation Committee Appointments & Future Meetings **Motion by Joel Petty, seconded by Scott Sloan to disband Consolidation Committee Appointments and have no future meetings. Voice vote, motion carried unanimously. Randy Puttkamer would also like to thank all that served on this committee.**
4. WI-DHS Ventilator Strategic Loan Stewardship Agreement **Motion by Scott Sloan, seconded by Terry Turnquist to approve contingent upon legal reviewing agreement. Voice vote, motion carried unanimously.**
5. Chief / EMS Director Salary Increase (Effective Date) **Motion by Randy Puttkamer, seconded by Ed Geick to approve effective date retroactive to October 5, 2022. Voice vote, motion carried unanimously.**
6. Chief / EMS Director 2022-2023 Performance Goals **Goals were presented, accepted.**

**Commissioner Comments & Future Agenda Items**

- Next Meeting Date: December 14, 2022, at 7:00pm
- Future Agenda Item: Resolve intent from Towns of Sumpter/Excelsior / December Meeting

**Adjournment** – Motion by Scott Sloan, seconded by Ed Geick to adjourn at 8:13pm. Voice vote, motion carried unanimously.

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Respectfully submitted, Megan Marshall, Administrative Assistant

**Minutes**  
**Baraboo District Ambulance Service Commission Meeting**  
**Baraboo Fire & EMS Station**  
**135 4<sup>th</sup> Street, Baraboo, WI**  
**Wednesday, November 30, 2022 at 7:00pm**

**Commissioners Present:** Ed Geick, Dave Kitkowski, Joel Petty, Randy Puttkamer, Scott Sloan, Tim Stone, Terry Turnquist, Karl Berna, Heather Kierzek, Robin Meier, Mike Arndt

**Others Present:** Caleb Johnson, Megan Marshall

1. **Call to Order:** Commission President Joel Petty called the meeting to order at 7:00pm, noting compliance with Open Meeting Laws, roll call was taken.
2. **Adoption of Agenda:** Motion by Randy Puttkamer, seconded by Scott Sloan to adopt agenda. Voice vote, motion carried unanimously.
3. **Public Comments:** None.

**New Business**

Discussion and possible action regarding the following items:

1. **Town of Sumpter Termination Agreement** Motion by Tim Stone, seconded by Randy Puttkamer to only offer original amount of \$1071.93. Motion withdrawn by Tim Stone. Motion by Mike Arndt, seconded by Randy Puttkamer to approve double the payout offer of \$1071.93 to Sumpter, and set a response date of 12/13/2022. Voice vote, all ayes except Robin Meier and Karl Berna abstain.
2. **Town of Excelsior Termination Agreement** Motion by Scott Sloan, seconded by Tim Stone to accept offer from Town of Sumpter for two free years of service to terminate membership, and set a response date of 12/13/2022. Voice vote, all ayes except Robin Meier and Karl Berna abstain.

**Commissioner Comments & Future Agenda Items**

- Next Meeting Date: December 14, 2022, at 7:00pm

**Adjournment** – Motion by Scott Sloan, seconded by Terry Turnquist to adjourn at 8:11pm. Voice vote, motion carried unanimously.

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Respectfully submitted, Megan Marshall, Administrative Assistant

**City of Baraboo and Baraboo Downtown Development, LLC  
PRE-DEVELOPMENT AGREEMENT**

**THIS PRE-DEVELOPMENT AGREEMENT** ("Agreement") is entered into by the City of Baraboo, a Wisconsin municipal corporation with a mailing address of 101 South Blvd., Baraboo, WI 53913 ("City"), and Baraboo Downtown Development, LLC, a Wisconsin Limited Liability Company with a mailing address of P.O. Box 215, Plover, WI 54467 ("Developer"). The City and the Developer may be jointly referred to herein as the "Parties" or singularly as a "Party."

**RECITALS**

**WHEREAS**, city staff has been in discussions with Developer in regards to City owned property parcels 206-1421-00000, 206-1420-00000, easterly portions of 206-1419-00000, and 206-1438-00000, as illustrated in the attachment ("Property") for the purpose of constructing a mixed use development on the property that may include a hotel, apartments, commercial space, and parking facilities with an estimated value that has yet to be determined ("Project"); and

**WHEREAS**, the Parties are continuing to negotiate the terms of the development agreement; and

**WHEREAS**, the Parties would each like to secure certain rights at this time, with said terms contained in this Agreement, prior to investing additional time and money in exploring the development of the Project; and

**WHEREAS**, the City finds that allowing the Developer to secure certain rights to the Property at this time and contingent to the terms contained in this Agreement will be beneficial to the City for many reasons, including the possibility of the Project bringing additional housing and commercial amenities to the City of Baraboo.

**NOW, THEREFORE**, for the mutual consideration contained herein, the City and the Developer agree as follows:

**TERMS**

1. **Recitals**. The above recitals are hereby incorporated into and made a part of this Agreement.
2. **Term**. This Agreement shall be valid on the date of full execution by the Parties and shall remain in full force and effect until December 31, 2023 unless earlier terminated as provided for herein. This may be extended by mutual agreement of both parties.
3. **City Responsibilities**. During the term of this Agreement, the City agrees to perform as follows:
  - a. The City shall not enter into any contracts with a third party for the sale of any portion of the Property without the prior written approval of the Developer.
  - b. The City shall allow the Developer and the Developer's employees, agents and contractors to enter onto the Property for the purpose of conducting engineering and site testing so long as the Developer provided at least 24-hour advance notice to City Engineer Tom Pinion (email: tpinion@cityofbaraboo.com). The City reserves the absolute right to deny entry onto the Property if there is a conflict (e.g., the City will be conducting excavating work during that time the Developer desires to enter onto the Property) or reasonable safety concern as solely determined by the City, in which case the City will make all reasonable efforts to inform the Developer as soon as possible when entry will be denied.

- c. Nothing in this agreement will guarantee the approval of the zoning change, concept plan, preliminary/final plat, development agreement.
- 4. Developer Responsibilities. During the term of this Agreement, the Developer agrees to perform as follows, in addition to any other responsibilities contained herein:
  - a. The Developer agrees to immediately terminate this Agreement pursuant to Paragraph 6(b), below, in the event the Developer decides, for any reason, to no longer pursue the Project.
- 5. Mutual Responsibilities. During the term of this Agreement, the Parties agree to work together on the overall concept design and regulations associated with the Project; however, nothing contained herein shall be construed to mean, imply or guarantee that the Project or any part thereof including, but not limited to, architectural designs or plans, has been or will be approved by the City Council.
- 6. Termination.
  - a. This Agreement shall automatically terminate upon Parties execution of a Development Agreement for the Property and Project.
  - b. This Agreement may be terminated by either Party with seven (7) calendar days' advance notice to the non-terminating party should the non-terminating party materially breach any of the terms contained herein.
  - c. The City may terminate this Agreement at any time and without notice if:
    - i. The Developer has made or is found to have made any statement that was proven to have been false in any material respect to this Agreement and/or
    - ii. The Developer: (1) becomes insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature, (2) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets, (3) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan, or other arrangement with creditors, (4) files a petition or application in bankruptcy or any similar proceeding, or has such a proceeding commenced against the Developer, and such petition, application or proceeding remains dismissed for a period of ninety (90) days or more, or Developer files an answer to such a petition or application, admitting the material allegations thereof, or (5) applies to a court for the appointment of a receiver or custodian for any of Developer's assets or properties, or has a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver is not be discharged within ninety (90) days after his/her appointment, and/or (6) adopts a plan of complete liquidation of its assets.
- 7. Indemnification. Developer agrees at all times during the term of this Agreement to indemnify, hold harmless and defend the City, its boards, committees, officers, employees, authorized representatives and volunteers against any and all liabilities, losses, damages costs or expenses (including, without limitation, actual attorney's and consultant's fees) which the City, its boards, committees, officers, employees and representatives may sustain, incur or be required to pay by reason of or in any way related to bodily injury, personal injury or property damage of whatsoever nature or in connection with or in any way related to the performance of the work by Developer, its employees, agents and anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs or expenses caused solely by or resulting from the gross negligent acts of the City. Developer's indemnity obligations shall not be limited by any worker's



compensation statute, disability benefit or other employee benefit or similar law or by any other insurance maintained by or required of Developer.

8. Miscellaneous.

- a. Nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the City and Developer or cause the City to be responsible in any way for the debts or obligations of Developer or any other person.
- b. Except as otherwise specifically set forth herein, the respective rights and liabilities of Parties under this Agreement are not assignable or delegable, in whole or in part, without the prior written consent of the other Party.
- c. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) three business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, air bill prepaid, and each such communication or notice shall be addressed as follows, unless and until either Party notifies the other in accordance with this Paragraph of a change of address:

If to City:	City Administrator City of Baraboo 101 South Blvd. Baraboo, WI 53913-2184
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If to Developer:	Baraboo Downtown Development, LLC Attention: Roland Lokre Plover, WI 54467 <a href="mailto:rolly@lokre.com">rolly@lokre.com</a>
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- d. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the Parties and then only to the extent specifically set forth in writing.
- e. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof.
- f. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.
- g. The Developer shall pay all reasonable fees, costs and expenses incurred by the City, including attorney's fees, in connection with the enforcement of this Agreement including, without limitation, the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Developer or any successor or assign.
- h. Upon mutual consent of the parties, which consent either party can withhold in its sole discretion, the parties can agree to submit disputes arising under this Agreement to alternative dispute resolution. The Parties hereby waive trial by jury in any action, proceeding, claim or counterclaim, whether in

contract or tort, at law or equity, arising out of or in any way related to this Agreement. Venue for any court proceedings shall be Sauk County, Wisconsin.

- i. This Agreement may be executed in several counterparts, each of which shall be deemed original, but such counterparts shall together constitute but one and the same agreement. Facsimile signatures shall be deemed original signatures for all purposes of this Agreement.

**IN WITNESS WHEREOF**, this Agreement is entered into as of the date fully executed by the parties, as indicated below.

**Baraboo Downtown Development, LLC**

Signature: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF BARABOO**

\_\_\_\_\_  
Casey Bradley, City Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brenda Zeman, City Clerk

\_\_\_\_\_  
Date

## INSTRUCTIONS FOR EXECUTING LEGAL DOCUMENT

### CORPORATION INSTRUCTIONS

If the party signing the legal document is a **CORPORATION**, the signatories on the document must be parties authorized to sign by the corporation (typically the manager, agent or secretary) and the following certificate should be executed and returned to the City of Baraboo:

I, \_\_\_\_\_ (*print name*), certify that I am the \_\_\_\_\_  
(*title*) of \_\_\_\_\_ (*business name*), a corporation in good standing in the State of \_\_\_\_\_, and that I have duly signed the foregoing document for and on behalf of the business by authority of its governing body, within the scope of its corporate powers.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(*Corporate Seal*)

If the document is not signed by the secretary, manager or agent authorized to sign on behalf of the corporation, the certificate should be executed by some other officer of the corporation under the corporate seal. Alternatively, in lieu of the foregoing certificate, there must be attached to the legal document copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

### PARTNERSHIP INSTRUCTIONS

If the party signing the legal document is operating as a **PARTNERSHIP**, each partner must sign the document.

EXCEPTION: If each partner does not sign the document, attached to the document must be a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such document for and on behalf of the partnership.

### INDIVIDUAL INSTRUCTIONS

If the party signing the legal document is an **INDIVIDUAL** or **INDIVIDUALS**, the trade name, if applicable, must be indicated in the document and such individual(s) must each sign the document.

EXCEPTION: If signed by someone other than the individual(s) entering into the agreement, there must be attached to the document a duly authenticated power of attorney evidencing the signers' authority on behalf of the individual(s).

## City of Baraboo Insurance Requirements

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It is hereby agreed and understood that the insurance required by the City of Baraboo is primary coverage and that any insurance or self-insurance maintained by the City of Baraboo, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force for the duration of the Agreement unless otherwise specified.

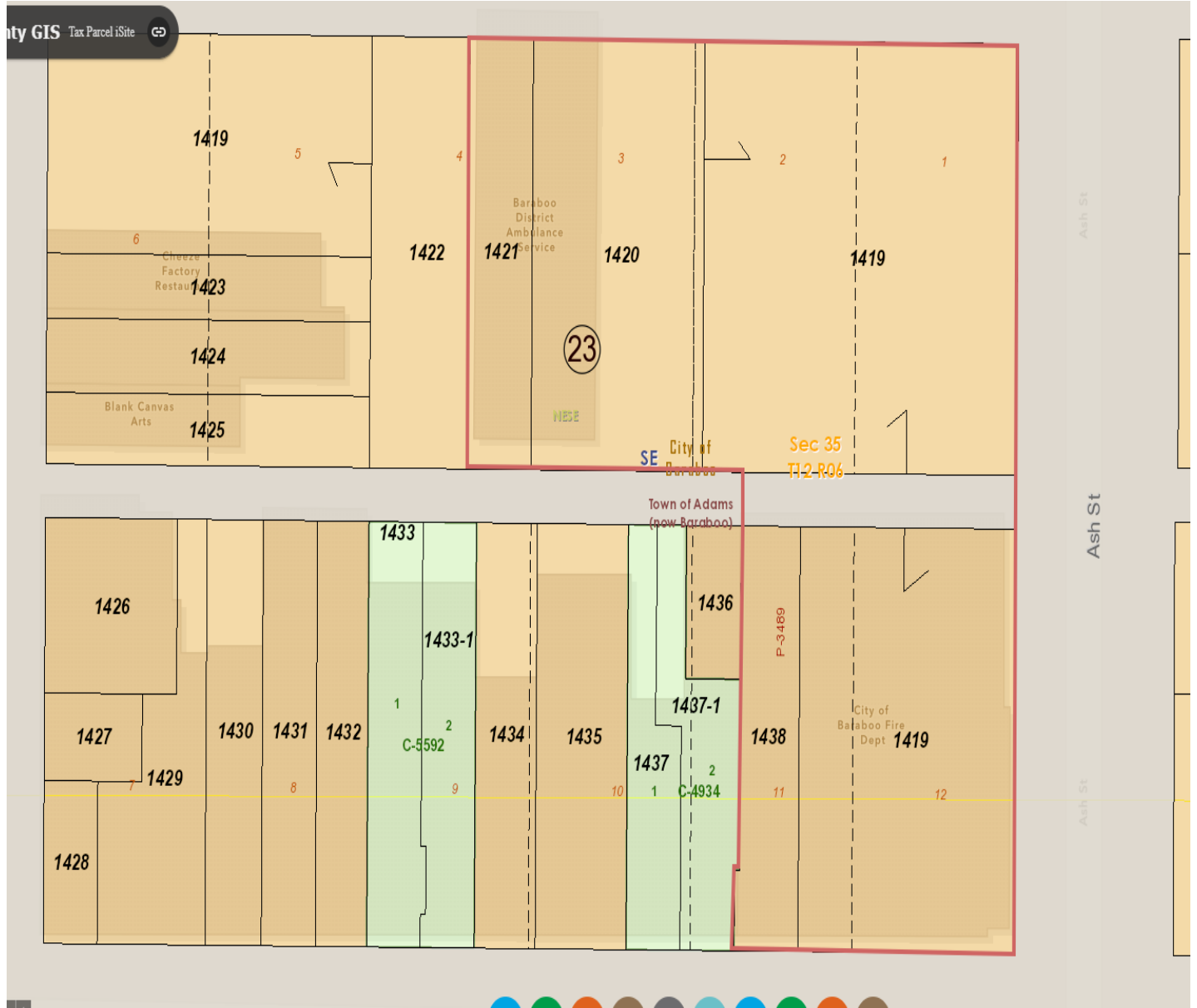
1. INSURANCE REQUIREMENTS — MINIMUM REQUIRED LIABILITY LIMITS.

- a. Commercial General Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. Personal Injury: \$1,000,000
  - iii. General Aggregate: \$2,000,000
  - iv. Medical Expense: \$5,000/any one person
  - v. Products–Completed Operations (to remain in full force and effect for two years after the completion of the work or the termination/expiration of the contract, whichever is later): IF APPLICABLE, aggregate of \$2,000,000
  - vi. Fire Damage: IF APPLICABLE, \$50,000/any one fire
- b. Automobile Liability: Must have coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.
- c. Workers’ Compensation and Employers Liability Insurance: As required by the State of Wisconsin, must have sufficient limits to meet underlying Umbrella Liability insurance requirements. IF APPLICABLE for the work, coverage must include Maritime (Jones Act) or Longshoremen’s and Harbor Workers Act coverage.
- d. Umbrella Liability: Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.
- e. Aircraft/Watercraft Liability: IF APPLICABLE, Aircraft and Watercraft Liability insurance must be in force with a limit of \$3,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
- f. Builder’s Risk/Installation Floater/Contractor’s Equipment or Property: The City of Baraboo will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors.

2. INSURANCE REQUIREMENTS FOR SUBCONTRACTORS. All subcontractors shall be required to obtain Commercial General Liability, Automobile Liability, Workers’ Compensation and Employers Liability as broad and with the same limits as those required per Contractor requirements, excluding Umbrella Liability, contained in Section 1 above.

3. MISCELLANEOUS

- a. All insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Baraboo.
- b. Insurers must have an A.M. Best rating of no less than A- and a Financial Size Category of no less than Class VI, and be authorized as an admitted insurance company in the state of Wisconsin.
- c. The City of Baraboo and its officers, council members, agents, employees and volunteers must be named as additional insured.
- d. Certificates of Insurance acceptable to the City of Baraboo must be submitted concurrently with the execution of the contract. These certificates must contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least thirty (30) calendar days’ prior written notice has been given to the City of Baraboo.



**RESOLUTION NO. 2023-****Dated: January 10, 2023****The City of Baraboo, Wisconsin**

**Background:** City staff has been working with Baraboo Downtown Development, LLC on another downtown project and through that process indicated an interest in potentially developing city owned property in the downtown, the former City Hall Building and associated area. Attached is the predevelopment agreement and the last page contains a map of the proposed area for development.

**Fiscal Note: (Check one)** ☐ Not Required ☐ Budgeted Expenditure ☒ Not Budgeted

**Comments:** This will be developed as a part of the final development agreement

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

**WHEREAS**, city staff has been in discussions with Developer in regards to City owned property parcels 206-1421-00000, 206-1420-00000, easterly portions of 206-1419-00000, and 206-1438-00000, as illustrated in the attachment ("Property") for the purpose of constructing a mixed use development on the property that may include a hotel, apartments, commercial space, and parking facilities with an estimated value that has yet to be determined ("Project"); and

**WHEREAS**, the Parties are continuing to negotiate the terms of the development agreement; and

**WHEREAS**, the Parties would each like to secure certain rights at this time, with said terms contained in this Agreement, prior to investing additional time and money in exploring the development of the Project; and

**WHEREAS**, the City finds that allowing the Developer to secure certain rights to the Property at this time and contingent to the terms contained in this Agreement will be beneficial to the City for many reasons, including the possibility of the Project bringing additional housing to the City of Baraboo.

**NOW, THEREFORE BE IT RESOLVED**, the Baraboo City Council does hereby authorize entering into the pre-development agreement in accordance with the terms set forth and directs staff to take the steps necessary to facilitate the City's responsibilities under this agreement.

**BE IT FURTHER RESOLVED** that the City Council authorizes the City Clerk and City Administrator to execute the attached City of Baraboo and Baraboo Downtown Development Pre-Development Agreement.

**Offered By:** Staff

**Motion:**

**Second:**

**Approved:** \_\_\_\_\_

**Certified:** \_\_\_\_\_